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The Solicitors' Journal.

LONDON, JUNE 1, 1867.

A RUMOUR has got into several of the daily papers that declining health will shortly occasion the retirement of Sir W. F. Channell from the Bench. We have the greatest pleasure in informing our readers that we are authorised to state that although Baron Channell has been lately unwell, he has no immediate intention of resigning, but hopes on the contrary to continue in the performance of his judicial duties for some time to come.

THERE IS NO DOUBT considerable weight in what was stated yesterday by the Court and counsel in the case of *Rook* v. *Badley*. Mr. Selwyn referred Lord Romilly to a case reported in the last number of the *Weekly Notes*. Mr. Jessell, who was in the case, confessed that his reading did not bring him down to so late a publication; and added that he was afraid to read the *Weekly Notes* because the cases were so inaccurately reported. His Lordship said inaccuracy was inseparable from so great brevity; and added that the *Weekly Notes* could no more be relied upon than a marginal note.

OUR READERS WILL join in our regrets that the Hon. George Denman's Bill for the Abolition of the Attorneys' and Solicitors' Certificate Duty should have been so unfortunately "shunted" last Tuesday in consequence of the House being prematurely counted out at 9 o'clock. There was but short space available for the bill on the following evening. Probably, while the sheets of this number of the *Solicitors' Journal* are flying through the press, the debate on this question will be resumed. The supporters of the bill are in good heart, and we trust that to-morrow's morning paper may have to convey to our readers the announcement of that repeal which we have so often advocated in these columns.

SOME TEN DAYS SINCE a letter appeared in the *Yorkshire Post* signed by Messrs. Wells & Ridehalgh, a highly respectable firm of solicitors at Bradford, complaining of the conduct of Mr. Justice Smith at the Assizes; and, on Saturday last the *Spectator*, not generally accredited as the organ of the legal profession, gave publicity to a communication from "a firm of solicitors," commenting upon the conduct of Lord Romilly. To deal with the last complaint first, let us examine what it is with which Lord Romilly is charged. It is said that when his Lordship was raised to the House of Lords "it was never for a moment imagined that his Lordship had any intention of taking upon himself, as he has done, to sit as a member of that House upon the hearing of the appeals from the inferior courts in chancery matters." Most of our readers will recollect that, so far from its being "never for a moment imagined," it was clearly pointed out at the time that such a consequence would follow, and the matter was publicly discussed in various journals. But what is the complaint? That upon an appeal to the House of Lords there sat the Lord Chancellor, Lord Cranworth, Lord Colonsay, and Lord Romilly, and that the decision was in accordance with one which Lord Romilly had recently pronounced in his own Court. It is then broadly stated that this judgment was the result of Lord Romilly's influence. Whatever influence Lord Romilly may have had upon the decision in question may be assumed to have had reason to back it, but the writers proceed to ask:—"Why should not Lord Cairns for example, also sit in the House of Lords in order to protect the decisions of his own Court from being over-ruled in accordance with the views of an inferior judge?" This sentence, to say the least, is not a little hazy; but the inference may be gathered, and we have no hesitation in giving such an inferential accusation the impress of our marked disapprobation. After all, however, had not Lord Romilly sat upon the appeal, there would have been a majority in favour of the judgment ultimately delivered. This complaint therefore may be dismissed with the observation that it would, in all possibility, never have been made, did not solicitors in their zeal for their clients sometimes become inoculated with the clients dissatisfaction at an unfavourable result.

The complaint against Mr. Justice Smith was, in substance, this—a case having been partially opened at the Leeds assizes, Mr. Justice Smith suggested that it was one which ought to be referred, but to this the plaintiff would not consent. The judge then said he would go on with it; but that, if it lasted more than one day, he would adjourn it, and put it at the end of the list. The plaintiff's title-deeds were then put in evidence, and the judge asked for an abstract of them for his own use, as he could not "take the trouble to look at the deeds." As no abstract was forthcoming, the judge said "Then I shall adjourn the case until one be made;" and the trial was stopped accordingly. The result of this is said to be that the cause stands adjourned till the next assizes, and thus great hardship done to the suitors, the expenses being greatly increased. The letter of Messrs. Wells & Ridehalgh states that "simply because the plaintiff declined to accede to a reference," the cause was "made a remanet."

It is always unsatisfactory to deal with a second-hand statement, but it does appear to us that these facts may be explained without casting any imputation upon the diligence of Mr. Justice Smith, whose character as a painstaking judge is too well established to need confirmation by any remarks of ours. It is well known that at the Leeds Assizes there was a great press of business and many remanets were unavoidably made. Under those circumstances it appears to us not only in the discretion but the duty of the judge, not to permit the way to be stopped, and other cases delayed, by a default which threatened to make the case in question occupy more time than necessary, and it is needless to say that if the judge had in every case to look through original deeds instead of the abstract ordinarily furnished, our Courts would get through a much smaller number of cases than they now do.

ON MONDAY EVENING Vice-Chancellor Sir W. P. Wood will take the chair at a meeting of the Jurisprudence Department of the National Association for the Promotion of Social Science, when a paper by Mr. John Scott "on the taxation of suitors in the Courts of Common Law" will be discussed.

THE HIGHWAY AMENDMENT ACT (25 & 26 Vict. c. 61) has fallen into disrepute in the North Riding of Yorkshire. Twelve justices of that county recently gave notice of their intention to apply at Quarter Sessions for a provisional order to divide the North Riding into highway districts; but accounts state that the attempt has already been twice defeated, and that this third attempt has "aroused the ratepayers, who have petitioned against the Act almost *en masse*." The order was applied for lately at the Northallerton Sessions, when fifty justices were for, and thirty-one against the Act being there introduced. If the ratepayers are, as stated, so nearly unanimous in their opposition, it behoves them to cause the justices thoroughly to understand their objections,

whatever they may be, to the introduction of the Act. Possibly the ground for the opposition may be the fact that when once a highway district is formed it is often difficult to procure its dissolution.

The principle of the Act consists in the formation of highway districts comprising several parishes, and under government of a highway board composed of the wardens of the several places within the district who shall be appointed under the Act, and the county magistrates residing within the district. This board has power to levy rates and otherwise in every respect to act in the management of the Highways of the district over which presides. Obviously then the effect of the formation of a highway district is to take away from the several parishes or places of which it is composed, the control over the expenditure on and management of their roads and to vest that control in a board of justices residing within the district. The 5th section empowers any five justices of a county to require the clerk of the peace to give notice for a certain day for holding Quarter Sessions within the county, that a proposal will be made to the justices at sessions, to divide the county or some part thereof into highway districts, or to constitute some part thereof a highway istrict. In the case of the formation of a single district only, two out of the five justices must be resident within the proposed district. When this has been done and the district has been formed by a provisional order, confirmed six months afterwards by a final order of Quarter Sessions; if the parishes of the district find it inconvenient and desire to return to their former status, the remedy is provided by the 39th section, which requires the same formalities to be gone through. That is to say, the proposal must be by five justices, two at least of whom must reside in the district. The local authorities may appear at Quarter Sessions and show cause against the provisional or final order, but the county magistrates may make or refuse to make the proposal, according to their own discretion. Instances have occurred, and one notably in Middlesex, in which single parishes becoming dissatisfied with the operation of the district system, have desired to withdraw from the "district" with which they have become incorporated, but have been unable to get as far as the Quarter Sessions in consequence of their not being able to procure five justices to sign the requisite notice to the clerk of the peace. Considerable complaints have consequently been made in some quarters, respecting the operation of the machinery of the Act in this respect. Whether this machinery really works badly, and whether the aversion of an isolated parish to a scheme approved by the rest of a country side is entitled to constitute itself an exception which we do not now discuss.

AN EMINENT historian and philosopher has been taken from us. SirArchibald Alison, author of the "History of Europe from the commencement of the French Revolution in 1789 to the restoration of the Bourbons in 1815," died on the 23rd ult., at his residence near Glasgow, in the seventy-fifth year of his age. He was educated at Edinburgh University, under Dugald Stewart, Playfair, and Leslie, and took the highest honours both in mathematics and classics. He came, it may be observed, of a mathematical stock, several of his ancestors on the mother's side having distinguished themselves in that science. In 1814, at the age of twenty-two, he became a member of the Scottish bar, but did not follow up his profession at once, his next few years being spent in travelling on the continent, and it is needless to remind the reader of his History of the traces which are there to be found of the author's early sojourn in the localities of which he wrote. In 1822 he was appointed one of the Advocates Depute, under Sir William Ray, then Lord Advocate, an office which he held until the dissolution of the Wellington Ministry in 1830.

As a result of the knowledge thus acquired he published his first important work, his "Essay on the Criminal Law of Scotland," which almost immediately assumed the position of a standard work, and we are informed by a contemporary that this treatise maintains a high reputation in America and in Germany. In 1834 Sir Robert Peel appointed him Sheriff of Lanarkshire, an office which he held until his death.

The first volume of his History, the work by which his name is universally known, appeared in 1833. "Alison's History" has been translated into almost every European language, besides one or two Oriental ones, and is too well-known to require comment from us. Alison was made a baronet during Lord Derby's tenure of office in 1852.

He died full of years and honours, having been honoured with the Lord Rectorship both of Marischal College, Aberdeen, and of the University of Glasgow.

As a political economist Sir Archibald Alison is known by his essay on the principles of population, a work in which he defended the law of primogeniture and disapproved of the French system of distribution; he also in the same work advocated the making transfers of small landed possessions "as simple and economical as the sale of funded property or the indorsement of mercantile bills."

IT IS UNDERSTOOD that the Lord Chancellor intends to continue the sittings of the Court of Chancery after Trinity Term until the 9th of August. Last year the last day fixed for the sittings of the courts was the 28th of July, and in previous years the 23rd or 24th of that month has been the day on which the courts have risen for the Long Vacation. Should the Lord Chancellor's intention take effect, the profession must, of course, submit, but the atmosphere of hot courts in the dog days is not the most favourable condition of things in the estimation of men who have been working hard for nine months, and who are longing to get away to their country retreats or their continental travels. Just enough time will be left for those who are "off to the moors" to reach their destination by the 12th, after having settled up any matters which may have been standing over for a day's leisure. Again, the day for closing the Accountant-General's office must be postponed until about the 20th or 24th of August, and any one having business at that office—and many have at that time—is still liable to be detained until the last moment, whenever that moment may be fixed for. Upon the whole we are inclined to believe the contemplated extension of the sittings will not afford universal satisfaction.

YESTERDAY Vice-Chancellor Malins made some strong observations upon the number of companies which appeared to be launched as mere abortive schemes. His Honour added that his experience in such matters made him "ashamed for the want of good sense and discretion" evidenced by his countrymen.

THE COUNCIL OF LEGAL EDUCATION made their award of honours yesterday evening. The "pass list," however, was not completed when we went to press. The studentship falls this year to Mr. Atkins, of the Middle Temple, the exhibition to Mr. Coward, of the Inner Temple, while the three certificates of honour (the largest number which can be awarded) are obtained by Messrs. Snell and Bennett, of the Middle, and Mr. J. Stephenson of the Inner Temple. Mr. Atkins, the winner of the studentship this term, obtained the exhibition at the last examination. Mr. Stephenson, who has obtained one of the three certificates of honour, graduated eighth wrangler at Cambridge.

CORRUPT PRACTICES AT ELECTIONS.

The inhabitants of certain boroughs which have acquired a disgraceful notoriety since the last general election, have manifested a marked aversion to the disfranchisement proposed as the penalty to be inflicted upon them. As time advanced their voices began to be heard in the land, and complaints were made of the injustice of visiting the innocent and guilty voters with the same infliction. The electors of Great Yarmouth,

&c., appeared, moreover, to think it rather hard that they should be treated as scape-goats and singled out for disfranchisement, urging that numerous other constituencies have been equally guilty, and that they themselves ought not in justice to be subjected to a punishment which, they contend, will practically stigmatise them as so much worse than more fortunate sinners. Parliament, however proposes totally to disfranchise the four constituencies whose rottenness has been made so patent, and we cannot but acquiesce in the conclusion on this question at which the House arrived last Tuesday. The argument advanced during the debate, that it is unjust to punish by anticipation the new constituents whom the bill now before the House would otherwise add to these constituencies, appears to us one of but little weight. Many of these new constituents belong to a class which showed itself very corrupt a few years back, and were this otherwise, we should not entertain much hope for the integrity of a set of new electors nurtured amid the demoralising influences of Great Yarmouth or Lancaster.

Where a laborious investigation has resulted in a verdict that "corrupt practices have prevailed extensively" in a particular constituency (and election committees, we may remark, have been used to wield with some leniency their power to bring in such a finding), we can hardly think that considerations of commiseration for the innocent should prevail to save from disfranchisement a constituency which, taking it as a whole, has been proved unfit to be entrusted with the privilege of returning a member or members to serve in Parliament. Setting aside the fact that if the corrupt electors were struck off the register of voters in certain of our boroughs, the number remaining on the register might very possibly be so small as hardly to demand parliamentary representation—setting aside this, there are cases, and we incline to think that this is one of them, in which it is impossible or impolitic to attempt to save the innocent from the consequences of finding themselves in bad company. And it is not as though it were a novelty in the administration of our laws to visit a body of individuals with an infliction which must, as far as many of its components are individually concerned, light upon undeserving shoulders. In ages now gone by a man, robbed on the King's highway, could proceed, for reparation of the loss he had sustained, against the hundred in which the robbery was committed, a right of action which no longer exists, other and surer influences having been set at work for the suppression of such crimes. Without, however, going back to the middle ages, we may see around us at the present time innumerable instances in which a majority, even of the individuals composing a particular body—of the shareholders of a company, the inhabitants of a district, or the ratepayers of a parish, for example—are the sufferers for mistakes or misconduct of which they themselves were guiltless. If, therefore, upon other grounds, it be thought politic to inflict total disfranchisement upon certain peccant constituencies, we do not think that consideration for the *quota* of unbribed or unbribable electors should have much weight. And any argument founded on consideration for the innocent comes in such a case with a very poor grace from the mouths of the guilty. As far as any ground of complaint is founded in the fact that many constituencies are guilty, though but a few have been proved so, that undoubtedly gives rise to a regret that the cases of detected guilt should bear so small a proportion to those in which corruption actually prevails, but the fact that there are a great many culprits whom we have not succeeded in discovering is no reason for letting off those who *per infortuniam*, or by the grossness of their transgressions, stand unmistakeably detected.

It is an easy matter to deal with the convicted offenders, but when we come to the taking of measures for the suppression of the offence itself, the task is a harder one. If the Legislature is to be considered as having done all in its power to check electoral corruption from time to time, then the case is indeed a hopeless one. We have had Act upon Act purporting ostensibly to deal with the blot, and yet here it is as black as ever.

We have now a new enactment proposed, we refer to Sir Colman O'Loghlen's bill, on the provisions of which we commented *ante* p. 643. We are not, of course, about to repeat our examination of the provisions of this bill, but we cannot help again asking, since other enactments have failed so signally, what, if any, is the new principle which is to operate in the proposed enactment?

A long series of enactments having failed to deal successfully with electoral corruption, there are but two hypotheses upon which the phenomenon is to be accounted for: either the legislation on the subject has been proceeding all along upon some mistaken principle which has not in fact reached the evil, or else the free and independent electors of England and the gentlemen who sit in Parliament or become candidates for that function, are each incorrigible in their own way as takers and givers of bribes.

Assuming, for the purposes of inquiry, that the latter is not the correct hypothesis, we may remark that the machinery employed to detect corruption has been uniformly the same since Parliament first purported to deal with the matter. From the beginning of Queen Elizabeth's reign it seems to have been "a standing rule in the House of Commons in the beginning of every Parliament, and every session, to appoint a committee to examine all matters concerning elections" (see 14 State Trials, 734). There is thus a tribunal ready to adjudicate, but the only means of bringing cases before it is by the petition of some party who may feel aggrieved. We can imagine some philosopher, who had never seen this system at work, conceiving a high opinion of its efficacy, and even proving, on the doctrine of probabilities, that it *must* succeed,—saying, perhaps, "wherever anything has been wrong, it is long odds but someone will bring the matter before an Election Committee." No doubt the system might work well, but it does not. How very much corruption there is at every general election, how much there was at the last, and yet how few inquiries we have. Every one knows all this and admits it freely, except in the House, or when discussing a practical proposal. Indeed the matter is patent enough to anyone who lives in a borough, though as for the small boroughs perhaps only the inhabitants and their representatives correctly appreciate what takes place in them. Placing all this side by side with the number of election petitions, or rather of election inquiries, the inevitable conclusion is,—that the petition system does not work. There are many reasons why it should not; we hinted at some of them a few weeks ago, but we cannot discuss them now. As we said a few weeks ago, what is wanted is some machinery which shall ensure an inquiry wherever there is any thing to enquire into. We want some officer or officers, or some body, whose duty it shall be to scrutinise each local election. The duty of the persons so appointed might be limited to the discovery of a case for inquiry; upon their certifying to that effect the inquiry itself and its results might be left to another tribunal—or if thought better, the whole proceedings might be entrusted to one department. This would be matter of detail; as long as the initiation of the inquiry is left to chance petitions, which moreover may, as the law now is, be withdrawn at any time; there is little chance that even a "respectable" minority of the offenders will be brought to book.*

* In the *Law Magazine and Review* of last August, and also in the current number, appears a proposal for entrusting to the revising barrister the duty of entering immediately after each election "on a legal supervision or scrutiny of the proceedings," he being to that end armed, as election commissioners now are, with sufficient powers for getting at the truth. The author of this scheme appears to think that the machinery thus provided would suffice not only for the rectification of the return but for the punishment of offenders. We imagine, however, that a further tribunal would be advisable, for the latter purpose at any rate.

The bill now before Parliament still retains the old system of what we must call chance petitions. This is its main fault. As regards modifications of the existing machinery, it proposes to let off rather easier than before the candidate who bribes by his agents, but not personally. As nearly all bribery is of the former description, the bill is the reverse of the severe measure which it is popularly supposed to be. In one respect the bill merits commendation; it recognises the adjudication of election matters by a tribunal of non-members; this seems to us a proposition of much importance, and the fact of its having been received as it has been by the House augurs well for the earnestness of hon. members in the matter.

BILLS AND NOTES OF JOINT-STOCK COMPANIES.

After a careful consideration of the judgment of Vice-Chancellor Malins in the recent case of *The Peruvian Railways Company (Limited)* v. *The Thames and Mersey Marine Insurance Company (Limited)*, 15 W. R. 708, we are compelled, with deference, to dissent from the view taken by his Honour. We cannot avoid the conclusion that it will tend to add another section of that Act to the list, already too long, of battle fields in which companies and their shareholders are by turns the slaying and the slain.

It will be seen from the report of the case (15 W. R. 708) that the Vice-Chancellor held the Thames and Mersey Company to be indorsees of the bills without notice, and the material facts therefore reduce themselves to the following:—

A company constituted under the Act of 1862, for the purpose of forming one or two *societés anonymes* (answering to our joint-stock companies, in which the liability is limited by shares) for the construction and working of railways abroad, accept bills, the acceptances being made by the secretary on behalf of the company by the authority of a properly constituted board of directors. And the question is, are these acceptances binding?

The Vice-Chancellor seems to reason thus: the company acts by its directors, the acceptance was the act of the directors, *ergo*, the acceptance was the act of the company, and the company is bound. This appears to us to involve a fallacy. A company only acts by its directors in matters within the express or implied authority of the directors. And it can give them no authority which it does not itself possess.

The doctrine of *ultra vires* is no doubt often inconvenient, and has caused much litigation; in many cases it fetters the hands of the directors in dealing for the welfare of their company, more often it enables a company to repudiate a solemn agreement entered into by its officers, but experience has shown how often the *status* of director is fatal to a man's honesty as well as discretion, the section of the public which consists of shareholders in companies must be protected as well as those who transact business with companies, and there is no great hardship in requiring the latter to investigate the powers of the persons with whom they deal, a duty which is imposed upon them in all cases in which a contract is made per procuration, or by one or more persons on behalf of others.

We can also heartily respond to the Vice-Chancellor's sentiment that it is often a very ungracious thing to repudiate the acts of your agent; but if he has made a contract for you which you gave him no authority to make, and which the party dealing with him had no right to assume he could make, we cannot commisserate the latter any more than one who buys land on the simple assurance of his vendor as to title, and we think the indignation should fall rather on those who made the representation than on the company who may be innocent of all but the misfortune of being governed by unscrupulous directors.

Was there, then, or was there not, authority on the part of the directors of the Peruvian Company to accept bills? Perhaps it is hardly necessary to say that the passages of the Vice-Chancellor's judgment—"It was very convenient that the power should exist"—"The directors thought that they had the power"—cannot have been meant to lead to the conclusion that they had. This logic has sometimes been used with effect in a great crisis (the Reform League seem inclined to use it on the vexed question of holding meetings in Hyde Park), but it is obviously not well adapted for the ordinary business of life. No express power, *totidem verbis*, was given by the articles of association, and a wide discretion given to the directors to do whatever in their judgment they shall consider expedient for the promotion of the objects of the company has never been held to justify acts *ultra vires* of the company.

We must, however, admit that, assuming a given transaction to be within the powers of the company, that is to say, not *ultra vires*, it is by no means easy to decide in any particular case whether or not it falls within those of the directors. The respective functions of the board of directors, and the general meeting of the company, are often very obscurely expressed; the rule we should like to see adopted would be that the directors can exercise only those powers which are expressely given them, or are necessary for the management of the business of the company in the ordinary way, and that any transactions of an extraordinary nature must be sanctioned by a general meeting; but it must be admitted that table A of the Act of 1862 rather encourages the prevalent belief that the increase of the capital of the company, the conversion of shares into stock, and a few similar matters, fall within the province of a general meeting, and that, subject to those exceptions, the directors have the widest latitude in their management of the company's business. Indeed, if accepting bills could be considered as nothing more than borrowing money for short periods, the case of *Australian Clipper Company* v. *Mounsey*, 4 K. & J. 833, is an authority for holding such a transaction to be within the province of directors.

It is worthy of notice that by the old Registration Act (7 & 8 Vict. c. 110) provision was required to be made in the registered deed for certain purposes, of which a list is given in schedule A to that Act, containing amongst others the following:—"For determining whether the company may borrow money, and if so whether on bond or mortgage, or any other and what security?—whether the directors may contract debts in conducting the affairs of the company, and if so whether to any definite extent; and whether, and to what extent the directors may make or issue promissory notes and accept bills of exchange." Such requisitions seem to us very useful, and we much regret their absence from the Act of 1862.

Could a power then be implied from the nature and necessities of the company? It was, in fact, an association of promoters. Two foreign companies were to be formed, and on this being done the association was to be dissolved, the shares to be exchanged for shares in the new companies, and the assets transferred. If we apply to the terms of the memorandum of association the microscopic criticism which the Court of Chancery usually applies to this class of documents, there is room for doubt whether the powers of the company extended beyond providing the simple expenses of formation of the two foreign companies, for which the subscribed capital would have been amply sufficient, and this view is perhaps fortified by the circumstances that no very distinct allusion is made to an adoption by the new companies of the liability of the old, as indicating that it was never contemplated that the latter should either borrow money or in any manner pledge its credit. But waiving this and assuming that the company was justified in entering into contracts for the construction of the railways, had the public a right to assume a power to issue bills? It was urged that money would be wanted in Peru, and that a power of drawing on the company in London was necessary. Had the bills in question appeared on the face of them

to have been drawn by the agent in Peru, this suggestion would have had considerable weight, although similar arguments were used without success in the case of *Dickinson* v. *Valpy*, 10 B. & C. 128.

We have noticed thus minutely the circumstances of the particular case, because we are not satisfied that on the authorities a classification of companies into those which have and those which have not the power to issue bills is possible. Some such classification seems to be pointed out by M. Smith, J., in *Bateman* v. *Mid-Wales Railway Company*, the criterion suggested by him being "whether the primary object of the incorporation is the carrying on of trade as other persons carry it on, viz., by buying and selling;" but some reliance was placed on the limited borrowing powers given to the company, as indicating an intention on the part of the Legislature, that it should not possess the power of issuing bills, and in the cases in which corporations have been held not to be bound by bills of exchange, the corporations were formed by charter or special Act for particular purposes, and the Courts have freqently held not only that such companies cannot go a step beyond the objects of their incorporation, but that they are very closely restricted in the means which they may employ of attaining those objects.

There is no doubt that much greater latitude is allowed to ordinary registered companies, but any general rule which can be laid down on the subject is necessarily so vague as to be almost useless. We believe, however, that we shall be correct in affirming that the company as such cannot be bound by any act which is not reasonably conducive to the objects and consistent with the constitution of the company (see *Featherstonhaugh* v. *Lee Moor Porcelain Clay Company*, 1 L. R. Eq. 320, 14 W. R. 97.

We come now to the Act of 1862, by virtue of which, it is said, the acceptances of the Peruvian Company, which was registered under it, were valid. By that Act all companies formed after the 2nd of November, 1862, to carry on business for the acquisition of gain, with the exception of those formed under some special Act or letters patent, or for working mines under the jurisdiction of the stannaries, must register a memorandum of association setting forth the objects of the company; and it is hardly necessary to remind our readers that the company has no power to bind a single *dissentient* shareholder to anything not comprised within the terms of the memorandum as fairly interpreted. Can it then be seriously argued that by a section in the subsequent part of the Act, the Legislature has provided a pitfall for unwary shareholders by giving the executive an important power whether it could or could not be inferred from the memorandum of association or charter of the company? Surely very express words would be necessary for such a purpose. What, then, does the Statute say? That bills are to be deemed to have been accepted on behalf of the company, if accepted in the name or on behalf of the company by any person acting under the authority of the company. As it cannot be contended that any servant of the company may bind it by accepting bills, these last words must be equivalent to "acting under the authority of the company for that purpose." So that we are driven back to the question, "Authority or no authority!" and the Act of 1862 leaves matters precisely where they were before. The space allotted to us will not allow us to discuss this point more at length, and we dismiss it by referring to the case of *Thompson* v. *The Universal Salvage Company*, 1 Exch. 694, where a similar point arose under the 7 & 8 Vict. c. 110, and expressing our belief that the history of the section in question, as traced in the preceding Companies Acts, does not confirm the Vice-Chancellor's estimate of its meaning.

We have said, perhaps, enough to justify our hesitation in accepting the conclusion arrived at by the learned judge. One word as to the effect of his decision. First, associations for the promotion of a railway in England are within the Act (Hodges on Railways, p. 2). They would be capable, therefore, of issuing negociable securities, although the company when formed could not do so, and could not be made liable for them, it being well established that promoters cannot bind a company by acts which would be *ultra vires* of the company when formed. Secondly, mining companies in Cornwall may come within the Act (section 68).

It has been held that issuing negotiable securities does not fall within the implied powers of their managers. By registering under the Act, therefore, the managers could acquire a power of involving the company in financial speculations which the shareholders never intended them to have. But the most serious result which follows the issuing of negotiable securities by miscellaneous companies is, that we must choose between one of two alternatives:—Either such securities must be always good in the hands of *bona fide* holders for value without notice, or they must be good or not according to the purposes for which they were issued. This necessity seems to have been distinctly present to the minds of the learned judges in the case of *Bateman* v. *The Mid-Wales Railway*, and referring our readers to that case and those of *Stark* v. *Highgate Archway Company* and *Thompson* v. *Wesleyan Newspaper Association*, both there cited, we shall only add that, if the former alternative be correct, the financial operations of bubble companies will be facilitated, and cases like that of the Maydampeck Forest Company, whose bills were discounted by the Leeds Bank to the amount of more than £100,000, and which has since been discovered never to have had any existence, may become of common occurrence; while, if the latter be chosen, the evils attendant upon the use of the securities known as "Lloyd's Bonds," will be intensified.

RECENT DECISIONS.

EQUITY.

CONDITIONAL CONTRACT TO TAKE SHARES IN A JOINT STOCK COMPANY.

Pellatt's case, 15 W. R. 726, and another recent case (*Elkington's case*, 15 W. R. 665), are useful illustrations of what amounts to a conditional contract to take shares in a joint-stock company, and of what on the other hand is construed to be an unqualified contract to become a shareholder, so far as liability to creditors of the company is concerned, with a collateral agreement between the company, or some members of the company, and the person so contracting to take the shares, as to the mode in which the calls on the shares shall be satisfied. We believe that contracts of this kind have frequently been made of late years between joint-stock companies and tradesmen or manufacturers who were to supply them with goods, and therefore the view taken by the Courts of such agreements is a matter of some general interest. These two cases are also deserving of notice from the fact that the writer of a recent article upon them in the *Times* appears to have entirely failed to apprehend the distinction between them; a distinction which led the Court of Appeal to impose upon Messrs. Elkington the liabilities of a contributory, while it released Mr. Pellatt from that unpleasant burden.

Both the cases arose in the winding up of a company called the Richmond Hill Hotel Company. This company was brought out (as it is called) in the year 1863, under the auspices of a Mr. Hodges, who was its promoter. An hotel which was to carry on its business in the fashionable neighbourhood indicated by the above title would of course have to be supplied with an ample stock of plate and cutlery, glass and china, of the best description; and at the same time it would be desirable to have upon the list of shareholders the names of persons enjoying a high reputation in the commercial world. Mr. Hodges seems to have thought that arrangements mutually advantageous might be made between the company and manufacturers of acknowledged position upon the basis of the former ordering of the

latter such goods as should be required for the hotel,—for which the latter should accept part payment in shares. Accordingly Mr. Hodges proposed some terms of this kind to Messrs. Elkington for the supply of their electro-plate goods to the hotel. Messrs. Elkington put into writing the terms which they were willing to accept in the form of a letter addressed to Mr. Hodges on the 10th July, 1863. The terms were that Hodges was to undertake to give them the order for goods of their manufacture required for the hotel to the amount of £3,000, they allowing 25 per cent. discount from their published prices and taking scrip for 150 (£10) shares in the company, and paying a deposit of ten shillings per share thereon. The letter went on to say "provided that such scrip be delivered to us at once and be in no way different from your ordinary shares as sold in the market being as readily negotiable; that we are not to incur any liability, or be called upon to sign the company's deed, or articles of association, or to pay any further calls beyond ten shillings per share until all the goods which we hereby agree to furnish shall have been supplied, and until we shall have received full payment in cash for our account."

On the 11th July Messrs. Elkington sent in, addressed to the directors of the company, an application for 150 shares in the ordinary form, and paid the deposit of ten shillings per share thereon.

On the same day Hodges wrote to Messrs. Elkington accepting their terms, with two variations—that the rate of discount was to be 20 instead of 25 per cent., and that Messrs. Elkington were to pay the further sum of thirty shillings per share on allotment.

On the 13th July the company was registered.

On the 1st August, 1863, a letter of allotment of 150 shares was sent to Messrs. Elkington.

On the 12th November, 1863, a clerk of the Messrs. Elkington attended, as their representative, a meeting of the board of directors of the company, and after some discussion it was agreed that if the company's order for goods should exceed £3,000, Messrs. Elkington should take a further number of shares in the same proportion, and the board passed a resolution accepting their tender.

On the 24th November they paid the thirty shillings per share due upon the allotment, and received and took away certificates of the 150 shares in the ordinary form.

Their names were placed on the company's register as owners of the shares, and notices of the proceedings of the company, as well as of calls on the shares, were from time to time sent to them, but they were never required to pay any further calls. The company proved unsuccessful and no goods were ever ordered of Messrs. Elkington.

In 1866 the company was ordered to be wound-up, and the question then arose whether Messrs. Elkington were liable as contributories in respect of these 150 shares. Vice-Chancellor Wood held that they were not, but the Lords Justices, upon appeal, held that they were. His Honour thought that the whole arrangement was that the shares depended upon orders being given by the company; no orders were ever given by the company, *ergo*, no shares. The Lords Justices on the other hand thought that what was done amounted to this—an unqualified contract to take shares, coupled with a collateral agreement between the Messrs. Elkington and the company as to the mode in which the calls on the shares should be paid. What weighed principally with their Lordships in coming to this conclusion seems to have been the unqualified letter of application for the shares, the unqualified letter of allotment, the payment of the money due upon the allotment, and the taking away and retention of certificates of the shares in the ordinary unqualified form. There was, moreover, the expression in the first letter of Messrs. Elkington to the promoter that their shares were to be "in no way different from the ordinary shares of the company as sold in the market, being as readily negotiable," an expression which certainly pointed to the position of an ordinary unqualified shareholder. Their Lordships, therefore, held that Messrs. Elkington must be put on the list of contributories, though they thought that there might possibly be a right to an indemnity from the company against any sums which the Messrs. Elkington might have to contribute to pay the debts of the company.

The contract made in the principal case with Mr. Pellatt for the supply of glass and china to the hotel up to a certain point resembled that which was made with the Messrs. Elkington. There was a similar agreement with Mr. Hodges, a similar application for shares and payment of the deposit. The contract with Hodges was, with some slight variations, confirmed by the directors at the same board meeting at which Messrs. Elkington's contract was confirmed, and a written notice of the confirmation was given to Mr. Pellatt. Here, however, the similarity between the two cases ends; for, though Mr. Pellatt's name was entered on the company's register of shareholders as the owner of the shares, no letter of allotment was ever sent to him; no communication was made to him that the company assented to his application for shares; no allotment money was paid by him; no certificates of shares were delivered to him. A little more than a month after the acceptance by the directors of Mr. Pellatt's tender he wrote to the secretary of the company to the effect that he did not wish to carry out the proposed arrangement, and that he would be glad to have his deposit returned. No notice appears to have been taken of this letter for more than six months, and then the secretary of the company wrote to Mr. Pellatt, requesting him to pay some calls which had been made on his shares, and threatening legal proceedings if they were not paid. Nothing further, however, seems to have been done before the company was ordered to be wound up, and in this state of things both Vice-Chancellor Wood and the Lords Justices held that Mr. Pellatt never was a shareholder, and could not be placed on the list of contributories.

Their Lordships were of opinion that there never was a concluded contract that Mr. Pellatt should become an ordinary unqualified shareholder in the company, the entry of his name on the register, without any communication of the fact to him, not being equivalent to an allotment of the shares to him. This being so, there remained no other agreement but that embodied in a letter of the 14th July, 1863, from Mr. Hodges to Mr. Pellatt, subject to the variations afterwards introduced by the board of directors, and that was an agreement clearly conditional only, and one which had, in the events which had happened, become incapable of being performed as a whole, and, therefore, it could not be enforced partially against Mr. Pellatt. But their lordships went further than this. They expressed their opinion that the agreement was contrary to the provisions of the Companies Act, 1862, with respect to the payment of calls upon shares, and that it was *ultra vires* of the directors even as regarded the shareholders of the company. Therefore, not being an agreement binding on the company, it could not be binding on Mr. Pellatt either. This latter observation clearly must apply also to the case of Messrs. Elkington, and the indemnity spoken of by the Court as possibly existing in their favour as against the company must, consistently with *Pellatt's case*, be reduced to nothing more than an indemnity against some members of the company, those members, namely, who were parties to the contract. Here, no doubt, there is an inconsistency between what was said by the Court in *Elkington's case* and in *Pellatt's case*. But it is an inconsistency which does not at all affect the broad distinction between the two cases upon which the difference in the two decisions is based. Upon this inconsistency the writer in the *Times* has seized, and has proceeded to reason as if there was no distinction between the cases save in the fact that a contract *ultra vires* was carried a little further in the one case than in

the other. He observes:—"It is not for us to question the legality of the distinction drawn by the Lords Justices, though we must confess it appears very subtle. As we understand it, the original agreement was the same in the two cases, and, if made by the directors *ultra vires* in the one case, it was so also in the other. Neither agreement, again, has been completed, Messrs. Elkington having simply carried their contract one step further before they asked, like Messrs. Pellatt, to be relieved. The grounds upon which Messrs. Pellatt have been discharged from liability would seem to apply to Messrs. Elkington as well as to them."

The true distinction, however, between the cases was, as Lord Cairns observed in the latter case, that in the former case the Court came to the conclusion that there were two distinct contracts; the one a contract to become in any event a shareholder, the other a collateral contract respecting some of the consequences which would flow from the acceptance of the position of a shareholder. In the latter case, on the contrary, there never was any contract to become a shareholder in any event; there was only a contract to assume that position under certain conditions. Granting, then, that the Court was right in holding that there were two distinct contracts in Messrs. Elkington's case, the distinction between their case and Mr. Pellatt's is, we think, by no means a subtle one. On the contrary, we think that it is a very substantial one. Viewing, however, the former case by the light of the latter, it is to be regretted that the Court used expressions about the right to an indemnity, which were altogether unnecessary for the decision of the question then *sub judice*, and which, as the event has shown, have given rise to a serious misconception of the effect of their judgment.

Merger of Term.

Belaney v. *Belaney*, 15 W. R. 369.

The only point upon which this case is worth noticing occurs upon the subject of merger.

The owner of a leasehold interest purchased the reversion in fee; the conveyance was made to a trustee for him, and the deed specially recited his intention that the term should not merge. He afterwards made his will, in terms which Lord Chelmsford, in affirmation of the Master of the Rolls, held to pass the testator's personalty and nothing more. The question then was—Did the term pass under the will as personalty, or was it to be considered as merged in the freehold? There could be little doubt that it passed as personalty, and so both the Master of the Rolls and Lord Chelmsford held. We notice the case, however, on account of doubts expressed by the Court in both instances as to what would have been the case if there had been an intestacy, or if there had been a devise of the testator's real estate.

The Master of the Rolls seemed to think that a devise of the testator's real estate would have taken the term. Lord Chelmsford doubted this, but, at the same time, was not clear that, in the event of an intestacy, the heir-at-law might not have taken as against the next of kin. But surely the term having been, by the form of the conveyance, settled to be personalty, its destination should very hardly be allowed to change in consequence of an implication arising merely out of such a fact as a whole or partial intestacy. If, however, there are doubts, they are worth our notice. The case is one to be noted in Sugd. Ven. & Pur. chap. 16, and is an instance of the many inconveniencies and doubts which arise out of attendant terms. It suggests the question whether the provision of 8 & 9 Vict. c. 112, might not to advantage be extended to other than satisfied terms.

Offer of Reserved Shares to Executors.

Re Leeds Banking Company; Ex parte Mallorie, 15 W. R. 52, 270.

If we wished to demonstrate the difficulties attending the settlement of the list of contributories in the winding-up of a company, we should probably choose as examples the above case and those of Dobson and Fearnside, which occurred in the winding-up of the same company, and are referred to in the report of the case. In these Vice-Chancellor Kindersley placed Fearnside and another on the list as executors, and declined to put Dobson on at all. On appeal the Lords Justices held that they all must be put on the list as personally responsible. *Mallorie's case* then came before the same Vice-Chancellor, who held that, on the authority of the above decisions, Mr. Mallorie's name must be placed on the list; and, on appeal, the Lords Justices unanimously decided that it must be taken off. When we notice this difference of opinion between such careful and learned judges, we cannot be surprised that the winding-up of companies is a fruitful field of litigation. It may save our readers some trouble if we shortly sumarize the result of the above decisions. The question in all of the cases arose out of an offer, by circular, of renewed shares to the representatives of deceased shareholders. In *Fearnside's case* all, in *Dobson's case* one, of the surviving executors accepted the offer. In *Mallorie's case*, T. P. Mallorie, the nephew of the executrix, who managed her affairs for her, and received the circular, made an application for an allotment to himself; and, in reply, shares were allotted to him as executor. The decisions of the Court of Appeal rested on the following grounds:—That in the latter case there was no complete contract, Mr. Mallorie not having applied for shares in the character of executor, and never having been accepted, and there being no authority to accept him individually as a shareholder; but that in the first two cases the contracts were complete, and that the parties must therefore be put on the list, and that they must be put on without qualification, not because the contracts were made with them as individuals, but on the ground that an executor entering into a contract of partnership cannot limit his responsibility as to creditors, or without express stipulation, even as between the partners, or make himself other than personally liable. We need hardly remind our readers that these remarks do not apply to the case of shares devolving on executors.

Effect of Payment of Fund into Court on Discretionary Power of Trustee.

Re Tegg's Trusts, V. C. K., 15 W. R. 52.

A trustee pays the trust-fund into court under the Trustee Relief Act. What are the effects upon his trusteeship? The leading cases on the subject do not enable us to give a complete and satisfactory answer to this question, as we think a brief reference to them will show. *Re Coe's Trusts*, 4 K. & J. 199, decides that where there is in effect a gift of an interest in a fund to a *cestui que trust*, with a discretionary power in the trustee to deprive him of it, payment of the fund into court will operate as a relinquishment of the power, and the gift will become absolute. The result, indeed, appears to be the same as that caused by the bankruptcy of the *cestui que trust* when there is no gift over or clear proviso for cesser. The gift will also become absolute where the object is certain and the mode of application discretionary (*Tegg's Trusts, ubi sup.*); and although we cannot cite an authority to that effect, it would seem to follow that if the gift is conditional on the trustee's assent or discretion, payment into court will prevent its taking effect.

In apparent conformity with the above cases, *Re Williams' Settlement*, 4 K & J. 87, decides that a trustee paying money into Court may be considered as "desirous of retiring," so as to justify and render valid the appointment of a new trustee. On the other hand Vice-Chancellor Kindersley, after a long discussion of the authorities in *Thompson* v. *Tomkins*, 2 Dr. & Sm. 18, held that notice by an equitable mortgagee to a trustee, after payment of the fund into Court, was sufficient to take the fund out of the order and disposition of the bankrupt mortgagor and that a stop-order was unnecessary. He considered that the

payment into Court did not interfere with the character of trustee and that this was shown by the fund not being dealt with without notice to him (Consol. Orders 41, s. 6). The expressed object of the Act "to provide means for better securing trust funds and relieving trustees from the responsibility of administering them" and not to relieve trustees from the trust altogether perhaps rather favours this view. The only conclusion we can venture to draw from these cases is that the trustee availing himself of the Act does not cease to be trustee but becomes (*quâ* his trusteeship) paralysed and a mere instrument in the hands of the Court. Powers which seem to involve personal confidence, such as those of distributing the settlor's or testator's estate, or selecting the objects of his bounty, cannot as a rule be thenceforward exercised by the Court or the trustee, and are destroyed altogether; but those of a subsidiary nature, *e.g.*, of maintenance and advancement, and those connected with the management of the estate, are still capable of being exercised by the trustee, only with the sanction, however, and under the superintendence of, the Court.

COMMON LAW.

Morgan v. *Nicholl*, 15 W. R., C. P., 110.

It is a general rule that the testimony of a witness who might have been cross-examined will, if the witness himself cannot be called, be admitted in a subsequent suit between the same parties relating to the same subject or substantially involving the same question. Precisely the same rule applies if the second action is between privies in estate, as they are called, instead of being between the same parties—that is, those who claim under another are usually bound in the same manner as the person through whom they claim. In this case a bold attempt was made to extend this rule far beyond its present limits. The action was ejectment, and in a previous action against the same defendant for the same land the plaintiff's son had been the claimant. The plaintiff, the father of the plaintiff in the former action, did not derive his title in any way through his son. At the second trial the plaintiff proposed to ask in cross-examination a shorthand writer, who had been present at the first trial, what a witness at that trial, and since dead, had said concerning one of the questions then at issue.

The evidence was objected to by the defendant on the ground that the actions were not between the same parties. The evidence was not admitted, and the jury found a verdict for the defendant. The plaintiff then applied to the Court for a rule nisi for a new trial, on the ground that evidence for the plaintiff had been improperly rejected. The Court refused to grant a rule, and they point out in their judgments that as the parties to the two actions were not the same, the only way in which such evidence could be admissible would be by showing that the plaintiff in the second action claimed in some way under the plaintiff in the first. As this could not be done, the evidence clearly could not be admitted. Indeed, it seems that if the evidence in this case had been admitted there would virtually have been an end of one of the most important of the limitations to the rule that the testimony of a witness at a former trial may be adduced in evidence at a subsequent one when such witness is dead. That testimony is not admissible except between parties or privies in accordance with the well-known maxim *res inter alios acta alteri nocere non debet*. It would be very unjust that evidence which one person might, for private reasons of his own, allow to pass unquestioned, although it might possibly be utterly false, should, at some subsequent period, be brought forward against an entire stranger, who would not have any opportunity of testing such evidence by cross-examination. To prevent such an occurrence the maxim just mentioned is always strictly applied. It embodies a principle of law which is so entirely consonant to reason and justice that it would be difficult to find any one who would dispute the necessity of observing it carefully. It is not easy to see on what ground the plaintiff in this case could have hoped to succeed. It would seem as if he relied on the mere fact of relationship between the plaintiffs in the first and second actions. It is obvious, however, that this could not give any claim whatever to have the evidence in question admitted on the second trial. The application to the Court seems to have been one of those desperate attempts which are sometimes made by persons who can see no practicable way out of their difficulties; but it was utterly without success, as the Court refused to grant even a rule nisi, thus shewing that the matter was, in their opinion, too clear for argument.

Fetherby v. *The Metropolitan Railway Company*, 15 W. R., C. P., 112.

There is a certain want of clearness observable throughout this case in the judgments of the different members of the Court, and on this account it is not very easy to perceive the precise effect of the decision. The point decided arose upon a demurrer to a declaration, which stated that the defendants gave the plaintiff notice that they required certain land of his, and that the plaintiff desired to have the compensation for such land settled by a jury, and gave notice of such desire, and required the defendants to issue a warrant to summon a jury to assess compensation; and that a reasonable time had elapsed to enable the defendants to have summoned a jury, yet they had neglected to do so; and the plaintiff claimed a writ of mandamus, requiring the defendants to issue their warrant to summon a jury, and also damages. It was argued for the defendants that a writ of mandamus could not be claimed unless there was a right of action for at least nominal damages, and that the declaration was bad, as it did not show any such right of action. The plaintiff contended that the 68th and following sections of the Common Law Procedure Act, 1854, which first gave power to claim the writ in this way, created a new kind of action which might be maintained, although there was no right of action for damages. Further, it was urged that it was not necessary to go this length to show that the declaration was good, because it disclosed a cause of action at common law—viz., a duty to be observed by the defendants towards the plaintiff, and a breach of that duty. According to the principle established by the famous case of *Ashby* v. *White*, 1 Sm. L. C. 216, such a breach of duty gives a right of action for at least nominal damages, although no actual loss may have been suffered by the plaintiff. The Court held that the declaration was good. But unfortunately the principle upon which the decision is based is not very clearly explained.

A very important question was raised by the line of argument adopted—viz., whether a writ of *mandamus* could be claimed when there was no other right of action. It was not necessary to decide this point, for there was a clear breach of duty by the defendants disclosed upon the face of the declaration which would at common law have entitled them to maintain an action for damages. Earle, C.J., however, in his judgment goes somewhat further than was necessary for his decision and expressly says that it is wrong to say that "a claim for a *mandamus* can only be made where there exists a right of action for damages. The proceedings which have now occurred were evidently contemplated by the legislature; the very words used show that there might be either a substantive right to claim a *mandamus* alone or an adjective right to claim it together with any other claim." The learned judge, however, finishes his judgment by saying that the principle of *Ashby* v. *White* applies to this case, and if that was so, and there can be no doubt about it, it was quite unnecessary for the decision to consider whether or not a new kind of action had been created by the Common Law Procedure Act, 1854. Keating, J., also says "section 8 in terms contemplates a writ of *mandamus* either together with or separate from

an action for damages." The judgment of Willes, J., does not touch this point; and Byles, J., says "the question whether a writ of *mandamus* can be claimed alone does not arise here." It would seem therefore that the dicta of Earle, C.J., and of Keating, J., from which the other judges did not dissent, might be cited as an authority to show that the writ may be claimed, although there is no other right of action. But it is difficult to see how a case can arise in which the 68th section will apply when the principle of *Ashby* v. *White* does not also apply. The 68th section gives a right in any action to endorse upon the writ that the plaintiff intends to claim a writ of *mandamus* and therefore to claim in the declaration "either together with any other demand which may now be enforced in such action, *or separately* a writ of *mandamus* commanding the defendant to fulfil any duty in the fulfilment of which the plaintiff is personally interested." But whenever one person is under a duty towards another, and fails to fulfil that duty, the case of *Ashby* v. *White* shows that an action for damages lies, as there is *injuria* if not *damnum*. It would seem that this section could not apply to the non-performance of a purely public duty, for the breach of which an indictment would lie, and, therefore, the question whether the writ may be claimed when there is no other right of action need never arise, because where the 68th section applies, the common law rule as to *injuria* applies also. This may appear at first sight somewhat inconsistent with the judgments of Erle, C. J., and Keating, J., but if we read for damages, *actual* or *substantial* damages, then there will be no difficulty at all in understanding the case. It is clear that, under circumstances such as existed in *Fetherby* v. *The Metropolitan Railway Company*, although an action for damages will lie on the authority of *Ashby* v. *White*, yet no actual or substantial damage may have been sustained, and if that is so, no such damage can be recovered. In such a case the plaintiff can usually only recover nominal damages, and may therefore be said, although incorrectly, not to have any right of action for damages. But as it may be important to him to have the duty performed for the breach of which he sues, the the Common Law Procedure Act, 1854, gives him a right to claim a writ of *mandamus*. And it is to cases such as these that the expressions of the two learned judges perhaps referred. For the reasons we have just mentioned it may therefore yet be doubted whether any claim for the statutory writ of *mandamus* can be successfully made where the plaintiff has no right of action at common law. And we may notice, in conclusion, that the words of the 68th section seem to favour the contention that no new right of action is given; for they speak of the plaintiff in any action, except replevin or ejectment, which seems clearly to refer to a plaintiff in any kind of action, except replevin and ejectment, existing at the time of the passing of the Act. But whatever may be held to be the true construction of this section the question is not concluded by *Fetherby* v. *The Metropolitan Railway Company*.

COURTS.

May 27.—The first day of Trinity Term. The Lord-Chancellor did not receive the judges to-day. The arrears in the Common Law Courts numbered 158 in the Queen's Bench, 112 in the Common Pleas, and 64 in the Exchequer.

VICE-CHANCELLOR WOOD.

May 30.—*Bovill* v. *Crate*.—The argument in this very heavy patent case was at length concluded to-day. Judgment reserved.

VICE-CHANCELLOR MALINS.

May 28.—On the first cause being called on no papers were ready for the use of the Vice-Chancellor. He said he could not go on with the hearing without them, and addressing the solicitor, he said that the Vice-Chancellor Stuart had been in the habit of striking out causes in which the papers were not ready. He himself wished to pursue a lenient course, as by striking out the cause it was put down to the bottom of the paper, and the innocent defendant suffered as much as the plaintiff, the fault really lay with the solicitor, who in this case was a person of experience and ought to have known better. He should now however allow the cause to be called on during the day and if the papers were then ready he would hear it, but he should confer with the other Vice-Chancellors, as to the course to be pursued in such cases. He understood from Mr. Whitbread that Vice-Chancellor Wood was in the habit of striking out causes on such occasions.

BAIL COURT.

The entry for the first sittings this term numbers 62 remanets (several of which, however, have been withdrawn), and 26 new causes.

COURT OF COMMON PLEAS.

(Before the LORD CHIEF JUSTICE, and WILLES and M. SMITH, J.J.

May 30.—*Fray* v. *Owen*.—In this case, noticed in our columns *supra* p. 674, the plaintiff, Miss Fray, now moved in person for a new trial, alleging misdirection,—that the verdict was against the evidence—and that important evidence had been discovered since the trial before the Lord Chief Justice last term. She complained that at the trial the Lord Chief Justice had intimidated her counsel, who was a very young man, but of whom she did not complain, and had prevented him thereby from giving in evidence certain documents essential to her proof.

The CHIEF JUSTICE said that Mr. Inderwick, her counsel, was not so very young, but was an able counsel, and not likely to be intimidated; and, for himself, he was not conscious of having done anything of the kind imputed to him.

Miss Fray then read her affidavit of fresh evidence, which stated that certain important documents had been discovered since the trial.

WILLES, J., said that the affidavit did not show that the fresh documents could not have been discovered by reasonable diligence before the trial, and unless that was the case the Court would not grant a new trial on the discovery of fresh evidence, otherwise there would be no end of litigation. With regard to the plaintiff's statement as to the intimidation of her counsel by the Lord Chief Justice, although he wished to speak with civility when speaking of a lady who was moving in person, he must say it was a pure impertinence. No one who knew the Lord Chief Justice would believe such an accusation regarding him without very good proof, and there was none. It was also a very gross attack on the independence of her counsel. Mr. Inderwick, who was not likely to be deterred from giving in evidence any document in his possession which could be of any use to her cause. The rule would, therefore, be refused.

The other judges concurred.

Miss Fray then asked for leave to appeal, which was also unanimously refused.

GENERAL CORRESPONDENCE.

Sir,—It appears to me that the attention of the public has never been sufficiently called to the injurious effects of the Acts 22 & 23 Vict. c. 44, and 23 & 24 Vict. c. 59, which deal with the estates of universities and colleges, in the interest of a large body of deserving persons. I mean the existing members of colleges. If you will kindly allow me space in your influential columns, I will endeavour to show in what respect I consider these members to have been unjustly dealt with, and I will offer some suggestions for further legislation on the subject.

It is well known that up to a recent period the bulk of the lands belonging to colleges were held by lessees on leases for fixed periods; renewable generally every seven years on payment of a customary fine, and that the rents reserved on such leases, with the addition of the fines, did not by any means adequately represent the real value of the land.

There being no right of renewal in the lessees, it was obvious that it was for the interest of the colleges that a system so injurious to them should be discontinued, and that they should be placed in the same relation with their lessees as ordinary landlords. And it would not have been unreasonable to suppose that the legislature would have been willing, in order to further the interest of education, to move any obstacles which stood in the way of their at-

tainment of such object. The most serious of these obstacles was the inability of colleges to borrow money on the security of their estates for the purpose of purchasing the interest of the lessees (of course by their consent) and also for the purpose of enabling the colleges to refuse to renew current leases without losing the benefit of the fines payable at the customary periods of renewal, and which the existing members of the colleges had a right to divide amongst themselves. It could hardly have been expected that these members should submit to a total loss of their fines in order that their succession might enjoy double or even quadruple revenues.

Let us examine the provisions of the Acts of 1858 and 1860 on these two points. I confess that in this as in many other respects these Acts appear to me to bear traces of having been framed by the solicitors to the lessees of the colleges, and revised by some careless counsel on behalf of their future members.

Section 6 of the Act of 1858 empowers colleges to do what there was apparently no legal objection to their doing before, if they could have raised the money, viz., purchasing, by agreement from their lessees, either in consideration of a gross sum, or of an annual sum to be fixed by agreement with the lessee and to be spread over the period for which the lease purchased would have continued.

Section 8 enacts that where lands have been sub-let by the lessees with a covenant to renew on renewal of the original lease, the interest of the lessee shall not be purchased *under the Act* without the consent of the sub-lessee, and it is provided that the colleges shall not be prevented from purchasing unless they have notice in writing of the sub-lessees interest, and that *in cases where a purchase shall have been made without such notice* the sub-lessee may recover damages against the lessee.

Section 9 empowers colleges, with the consent of the Copyhold Commissioners, where there are no moneys in hand applicable to *such last-mentioned purchase*, to raise such sum as may be required for the purpose by mortgage for a specified determinable term of years of all or any of the lands comprised in any such lease which shall have been so purchased.

I will assume that the borrowing power in section 9 would be construed to extend to all purchasers by colleges for their lessees, though it is clearly open to argument that the words "last-mentioned purchase" only refer to leases, where the lessee has made a sub-lease with a covenant for renewal. But why should the borrowing power be united to the lands intended to be purchased from the lessees unless in order to throw difficulties in the way of any money being raised.

If we turn to section 28 we shall find the borrowing power still further curtailed. The principal and interest is to be repaid by instalments within thirty years, and it is provided that where any such mortgage is made for raising money for the purchase of the estate or interest of a lessee, provision shall be made for applying, so long as the lease but for such purchase would have continued, such yearly sum as shall be certified by the Copyhold Commissioners to be equal to the clear yearly value of the lands comprised in such lease, after deducting the rent reserved to the college and making other usual and proper landlord's deductions. Did the Legislature really believe that any set of men, however disinterested, would submit to lose the whole money formerly divisible as fines and to reap no benefit from the improved rent, the difference between which and the old rent was to go in payment of the debt so generously incurred for posterity.

The Act of 1858 being too palpably inoperative, the Legislature in 1860 passed "The Universities and Colleges Estates Extension Act." Let us proceed to consider how far this Act remedies the defects of the Act of 1858. I am afraid we shall find that the solicitors to the lessees have been at work in the very first section. It will be seen that the Act purports to provide for raising money to compensate existing members of colleges for the loss of fines occasioned by a refusal to renew. I will not weary your patience by quoting the tedious verbiage of section 1, but if we analyse it we shall find that the college can make no title to a mortgagee, (a), if the lessees have tendered and the college have refused to accept such a sum by way of fine as the Copyhold Commissioners deem reasonable, thus, in fact, leaving it to the discretion of the Copyhold Commissioners whether the college shall borrow or not; (b), if money has been raised before to provide for two fines in respect of the same lands, thus making the Act useless in the case of leases of which more than fourteen years are unexpired.

We also find that the money to be borrowed must be repaid, both principal and interest, by instalments, before the end of thirty years. This provision, which is also contained in the former Act, would seem to have been inserted by the counsel who perused the draft on behalf of the future members of the college, and who was short-sighted enough to forget that in adding to the many reasons which would induce the present members of colleges to abstain from running out their leases he was furthering the interests of the lessees and not of his clients.

I presume to think that the Legislature would have acted more for the benefit of the colleges and more fairly to their existing members if they had given ample powers of borrowing money over all the college estates, for the purpose, (1), of purchasing the lessees interests if they were willing to sell them at a fair valuation; (2), of raising money for compensating present members for loss of fines. The money borrowed might easily be procured on the ample security of the college estates at the lowest market price, either in consideration of a perpetual rentcharge on the estates, or if it was not thought desirable that the loan should form a perpetual burden on the property, it would be easy to raise the money from any insurance office, by sale to them of an annuity spread over a great number of years. I do not think it will be denied that such rentcharge or annuity would bear but a very small proportion to the increase of rent which might be obtained for the land, and that the future members of the college would not be injured by sharing to such a small extent their ample revenues with their less fortunate predecessors. Let us hope that future legislation may remove some at least of the more glaring deficiencies of the present law.

W. B. S.

Sir,—A. and B. are owners in fee of premises adjoining each other, which are divided by a *joint wall*. A. during the absence and without the consent of B., erected a warehouse the rear of which is on the said wall. This is exceedingly detrimental to B.'s property, inasmuch as it obstructs, to a considerable extent, B.'s light.

Supposing B. had not a right of light could A. legally build upon the joint wall? and if so has he a right to obstruct B.'s light?

I trust some of your correspondents will not deem it too much trouble to answer the above.

A. P.

[If by a *joint-wall*, A. P. intends a wall belonging, as is more commonly the case, to the adjoining owners in undivided moieties, the answer is—A. cannot legally build upon the wall; as one of the judges observed in *Stedman* v. *Smith*, 8 E. & B. 7, the other owner might wish to train fruit-trees on it, or amuse himself by running along the top of it. If A. and B. own separate moieties, A. may build on *his own moiety*, and, as B. has no right to light, the fact of his light being obstructed by A.'s building is irrelevant; but if A. has built on B.'s moiety as well as on his own, B. may "pare away" so much of A.'s building. Walls within the metropolis are provided for by the Metropolitan Building Act. *Quod vide*.—ED. S. J.]

LAW EXAMINATIONS.

Sir,—When is this question to be disposed of. These Examinations have always been unsatisfactory. Allow me to say that the system is objectionable. This is especially so as to what are called " questions." It is really not fair to throw a young man off his guard and then blame him for a bad answer. Besides this, the questions are often unintelligibly framed. It is rumoured that they are not always got up by the examiners. A rumour is now current in the profession that a certain Chancery Clerk got up some of the questions. Well to be sure some of the small matters involved in the question favour this supposition.

Little details must be a matter of acquisition in practice. Whether Furnivall's-inn is partly in London and partly in Middlesex, or wholly in the one, is not, I think, material to a candidate. Some sly fellows are so impudent as to say that the examiners themselves could not answer some of the questions they put. What disgraceful impudence! Such fellows should be sent to "Coventry." The sooner they are sent the better. Haply there is sometimes truth in a jest. This has been remarked by a philosopher. What is wanted is a parol system of examination.

My suggestions on this subject are as follows—viz., 1, that the questions should be *permanent*, subject to alterations for the term; 2, that the examination should be *verbal*, by an examiner in each department. These suggestions I humbly

submit for the consideration of the profession. With your kind permission I will shortly take them up in detail. If a candidate has not an adequate knowledge of each department, he is not fit to practise. All that is wanted is that the questions should just *contain a test* of fitness in knowledge. The present system, by its uncertainty, to some extent misfits a candidate to answer the questions, and it must not be forgotten we have such a thing as nerves. It looks well to see a young man modest and even tremulous, and it may generally be concluded, I think, that he could pass in better cases. Some think that a board of directors always differing would be best, and I think so myself. In that event a candidate might go up at any period, and the *present excitement* would be avoided. My apology is due for offering these suggestions, but this is a subject to which I have devoted a good deal of attention. A large amount of physical energy is now expended by students and candidates to no useful purpose whatever. Favour me by insertion of these observations in your Journal.

J. CULVERHOUSE.

[We do not understand what our correspondent means by questions "permanent, subject to alterations for the term." An examination conducted entirely *viva voce* would be rather hard upon the nervous candidates whom he appears to commiserate.—ED. S. J.]

BUTLER *v.* KNIGHT, 15 W. R. 407.

In our remarks on this case some weeks ago (11 Sol. Jour. 650) we felt called upon to find fault with the marginal note attached to the report of this case in the March number of the *Law Reports*. The reporter has since replied to these observations, and we think it well to go a little more fully into the subject. In the first place we can assure the reporter that the criticism in question had no other motive than a genuine desire to see the reports in question all that they ought to be, and to correct an error which appeared calculated to mislead.

Our objection to the reporter's note was stated pretty clearly in the article referred to. That objection is this—that it is not correct to say that "allowing an attorney to proceed to obtain satisfaction" is a continuation of the attorney's authority after judgment, and empowers him to compromise his clients rights acquired by that judgment; for we say that every attorney has after judgment a limited authority to obtain satisfaction, viz., to obtain it by receiving payment, &c., and that a permission by the client to exercise that authority would not confer on the attorney a power to compromise. And we further say that no such proposition was decided by the Court of Exchequer.

The reporter appears to admit that the proposition is not law, but he says it was so decided.

Now if there is anything clear in this decision it is plain that the court held these propositions: First, that an attorney's general retainer empowers him to compromise his client's rights and bind him by his acts; second, that such retainer ceases at judgment; and third, that such retainer may be revived or continued, and that the evidence in this case was sufficient for them to hold that the retainer was revised or continued. Now what was that evidence. Let us take the reporter's account of it in his letter:—"The reader will find at page 110, a statement that the plaintiff distinctly forbode and repudiated the idea of a compromise. Now a prohibition is not generally understood to convey an authority. But did she do any act, or was there anything whatever to indicate to the then defendant, or to lead him to suppose, that the attorney was authorised to compromise, except the single fact that she authorised him in the ordinary way to obtain satisfaction? None, except that her mother and brother-in-law assented, whose authority the Court (iii. p. 113), expressly declined to recognise."

Will the reporter be good enough to point out in the report of the case, "the single fact of authorizing him in the ordinary way to obtain satisfaction," and will he further tell us what is "the ordinary way" of doing this. The reporter's own report states the evidence thus:—"The plaintiff gave no formal "instructions to the defendant to continue to act as her attorney; but immediately after the trial she directed him not to compromise the matter, &c." Now we want to know is it the mere fact of doing nothing (for nothing she did, except prohibit), which constitutes "the single fact" which empowered the attorney to compromise. If so, the Judges of the Court of Exchequer implicitly decided that the attorney's retainer continues after judgment and must be expressly extinguished by the client in spite of their express declarations that the contrary is the law. The only bit of evidence in the case, except the fact that the plaintiff did nothing else, is the prohibition to compromise, and this was not used by the Court or by ourselves, to show that, the plaintiff being a young lady, no meant yes, as the reporter humorously puts it; but we say, in the words of the Chief Baron (p. 114), that "though intended to limit and direct his action, it shows that she supposed that the defendant would continue to act as her attorney until the whole proceedings were brought to an end, as if no such technical rule had existed." After declining to recognise the communications with the family as binding, the Chief Baron says:—"But we find the plaintiff herself, almost immediately after the verdict, communicating with the defendant as her attorney, and giving him express instructions as to the payment of the sum awarded by the verdict." Now this communication was the prohibition to compromise, and although the reporter says truly, "a prohibition is not generally understood to convey an authority," yet, in this case, he sees the Court distinctly hold that it did; not by force of express authorization, but by the implied recognition of the continuation of the relation of attorney and client, which it contains.

We repeat, then, that the Court held that the attorney's authority was continued, and the power to compromise incident to that authority therefore continued, not because the plaintiff "allowed her attorney to proceed to obtain satisfaction," but because, in so allowing him, she expressed herself as contemplating his obtaining it in a particular manner, which would be inconsistent with a cesser of the retainer.

The reporter, however, reasons thus:—"Then what is meant by allowing him to obtain satisfaction? To obtain satisfaction may be either spoken in an unlimited sense—to obtain it by all means, including a compromise; or in a limited sense, excluding a compromise. The evidence shows that she allowed the attorney to obtain satisfaction only in the second sense; the Court held she allowed it in the first. On what ground did the Court so hold?" The answer he gives to this question is a long course of reasoning which we venture to think a little obscure, but he sums up by saying that, "wherever the only expression of intention is the allowing the attorney to obtain satisfaction, it is laid down by this case that the authority, if so continued, is continued without the old powers—at least, so far as to include the power to compromise; and this is the very gist of the case." Now, we think we can detect here a latent ambiguity in the use of the words "allow" and "expression of intention." To forbear from all communication with your attorney after judgment would be to "allow" him to obtain satisfaction by receipt of the money, because he has a right to do so much by force of his original retainer, unless you forbid him; yet his compromise would not bind you, although his receipt in full would. But an "allowing" by express authorization, by "expression of intention," even if it be a prohibition of the very thing subsequently done, will bind you, because the very fact of giving your late attorney instructions as to acts which would by rule be outside his powers, is evidence that you recognise those powers as still existing. It was not because the attorney was not hindered from acting as he did that the plaintiff was bound. All he did was done behind her back, and she had a right to assume that he would not go beyond his powers, and was not bound to forbid him to do what the law would not authorise him to do. But because the plaintiff expressed herself to her attorney as contemplating his obtaining satisfaction in a manner which was inconsistent with a cesser of the relation of attorney and client, that relation was held to have been continued by her.

But the reporter says we have further "gone wrong in supposing the question to be, how can a client continue the attorney's authority, and not, as it is in fact—the client continuing his authority as attorney—what powers are included in the renewed or continued authority? Now if we have erred, at all events we have "erred with Plato," for the Judges of the Court of Exchequer regard this as the only question—whether or no the relation of attorney and client was re-established and continued; that relation being so continued, of course all the powers incident to it continued. The prohibition to compromise was not evidence that a relation had been created, which, at all events, conferred the power to compromise; but it was evidence that the parties were again attorney and client, and, therefore, that the client was bound by the attorney's act.

There are a hundred things in this letter we should wish to say a word upon, but as they are not material to the point at issue, we do not care to go further. But we will make one remark as to the practical effects of this decision. The reporter informs attorneys as follows:—"Now there can be no doubt that ordinarily the relation of attorney and client *is* allowed to subsist after judgment, therefore, without any talk about any *particular mode* of obtaining satisfaction, the attorney has power to compromise. How far attorneys would be justified in acting, or could safely act upon this decision, I do not say; but I can entertain no doubt whatever that the point was decided, and that the decision is correctly expressed by the marginal note."

If any attorney attempts to compromise his client's rights, under a judgment without distinctive evidence (such as this lady's prohibition) of an intention on the part of his client to continue the relation which existed before judgment, and has nothing better to support his act than a mere absence of instructions, he will find no justification either in this case or in any other; even though he rely on the marginal note and show that because his client did not forbid his receiving the full amount of the judgment, he was "allowed to proceed to obtain satisfaction."

APPOINTMENTS.

The Lord Chancellor has appointed FREDERICK VIVIAN HILL, of Helston, in the county of Cornwall, Gentleman, and HIRAM ABIFF OWSTON, of Lutterworth and Leicester, in the county of Leicester, Gentleman, Commissioners to administer oaths in the High Court of Chancery in England.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

May 24.—Lord Redesdale's Bill for the Better Management of Royal Parks was read a first time.

May 27.—Lord Derby announced that her Majesty's sanction had been received to the remission of the capital punishment in the case of the Fenian convict Burke.

On the motion for the third reading of Lord Chelmsford's Office of Judge in the Admiralty, Divorce, and Probate Courts Bill, Lord Cranworth opposed the motion, contending that with a proper distribution of judicial duties the number of judges need not be increased. The motion was carried by a majority of eighty-six to forty, and the bill was consequently read a third time and passed.

May 28.—The Habeas Corpus Act Suspension (Ireland) and National Debt Bills were read a third time and passed.

The Statute Law Revision Bill was read a second time.

The Increase of the Episcopate Bill was proceeded with in committee.

HOUSE OF COMMONS.

May 24.—Mr. Milner Gibson called attention to the law respecting the securities required from the publishers of newspapers, and asked for information respecting the late proceedings relative to certain publications of this class.

The Attorney-General explained the system pursued in the matter, and justified the course which had been taken.

May 27.—By an alteration of the standing orders, made on the motion of the Chancellor of the Exchequer, to be in force till the end of June, the House will in future rise on Tuesdays and Fridays at seven, and resume its sitting at nine.

In committee, on the Representation of the People Bill, clause 4 was agreed to; the remaining clauses up to 34 were then postponed, and the consideration of that clause resulted in the final extinction of the compound householder.

The Pier and Harbour Orders Confirmation Bill was read a third time and passed.

The Masters and Workmen Bill was read a second time.

May 28.—In committee on the Representation of the People Bill, clause 35 (first registration of new voters), as amended was agreed to. Clause 5 (educational franchise), clause 6 (pecuniary qualification), clause 7 (dual vote) were negatived.

The House rose at seven o'clock for the first time under the new regulation. Upon the House re-assembling at nine, Major Knox moved that the House be counted. Only thirty-nine members having as yet entered, the House adjourned. The Hon. George Denman's Bill for the Repeal of the Attorneys' and Solicitors' Certificate Duty was to have come on to-night.

May 29.—The business of the House was prefaced by a warm debate upon the "count-out" of the preceding evening. Major Knox said he acted as he had done in order to prevent the nomination of an unfair committee on the Ecclesiastical Titles Bill in a thin House. He justified his act as the legitimate exercise of a private member's right to prevent the nomination of an unfair committee. Mr. Denman strongly condemned the hon. members proceeding. After some observations by other members, Mr. G. Hardy said the fault of there being no House was not with the Government, and hoped such an event would not happen again.

The second reading of the Uniformity Act Amendment Bill (for the admission of dissenters to college fellowships, by dispensing with the declaration required by the Uniformity Act) carried by a majority of 200 to forty-six.

The Education of the Poor Bill was postponed till July 10.

Mr. Denman then moved the second reading of the Bill for the Abolition of the Attorneys' and Solicitors' Certificate Duty. The adjournment of the debate was moved, but the motion was rejected by a majority of 132 to ninety-one. It wanted but a few minutes to the regular hour of adjournment. Mr. Ayrton thought, if any taxes claimed remission, it was the taxes on locomotion, and there was a special reason why the House should not now remit the certificate duty paid by attorneys. The National Exchequer would have to contribute something towards the new courts of justice. The concentration of these courts would enable the attorneys to perform various duties in less than half the time and at half the trouble they now involved, while no proposal was made to reduce their fees and remuneration.

The House then adjourned.

May 30.—In committee on the Representation of the People Bill. Clause 8 (total disfranchisement of Great Yarmouth, Lancaster, Totnes and Reigate) was agreed to. On Clause 9 (depriving each of certain boroughs of one of its members) coming on for consideration, Mr. Mill moved the first of a series of amendments designed to carry out what is known as Mr. Hare's scheme. Lord Cranborne said the subject was too important to be summarily dealt with, and after a few observations by other hon. members, the chairman was ordered to report progress.

The Court of Chancery (Ireland) Bill passed through committee.

The composition of the Committee on the Ecclesiastical Titles Bill stands adjourned.

IRELAND.

The Incorporated Society of Attorneys and Solicitors (Ireland), have presented an address to the Right Hon. Francis Blackburne on the occasion of his retirement from the Bench, in which they express their admiration of his judicial character. The address is signed by Mr. J. T. Orpen, as president of the Society. Mr. Blackburne, in his reply, expresses his gratification at receiving such a mark of approbation from a body whose members he so highly esteemed.

The Clerkship of the Crown for the County Mayo has been conferred upon Benjamin Whitney, Esq., solicitor.

SOCIETIES AND INSTITUTIONS.

THE LAW STUDENTS' DEBATING SOCIETY.

At the Law Institution, on Tuesday evening last, Mr. Hunter in the chair, the question discussed was No. 391, legal. "A. mortgages Whiteacre and Blackacre to B. and afterwards Whiteacre to C. Upon a sale of Blackacre to A. with the concurrence of B. for a price less than the amount of B's. mortgage, and where B. does not exercise his power of sale, is C. a necessary party to the conveyance?" *Paine* v. *Compton*, 2 Y. & C. Ex. 457; *Polk* v. *Clinton*, 12 Ves. The question was opened by Mr. Shearm in the negative, followed by eight other speakers. Upon a division the question was declared carried in the negative by eight to four. The number of members present was twenty.

OBITUARY.

DR. SAMUEL JEWKES WAMBEY.

The death of this gentleman, whose name has been well known to the public ever since the establishment of the Divorce Court, took place last week. Comparatively of recent standing in his profession, Dr. Wambey had acquired an extensive practice in this court, which would, doubtless, but for his premature death, have placed him among the chief men practising that branch of the law.

He was educated at St. Mary's Hall, Oxford, where he graduated B.C.L. in 1848. In Easter Term, 1852, he was admitted to Doctors' Commons, and on the passing of the Divorce Act permitting advocates to practise in the "Court of Divorce and Matrimonial Causes," he commenced practising in that Court, where his abilities have been fully appreciated, as is proved by the progressive increase of his business.

SIR THOMAS PHILLIPS, Q.C.

On the 26th ultimo, aged 65, died Sir Thomas Phillips, Knight, Q.C., better known as Chairman of the Society of Arts than as a lawyer. He was originally admitted as a solicitor, but was afterwards called to the bar by the Hon. Society of the Inner Temple in Trinity Term, 1842, and was a member of the Oxford Circuit, though we are not aware that he ever practised.

SIR ARCHIBALD ALISON.

On the 23rd ultimo, at Glasgow, Sir Archibald Alison, author of the well known "History of Europe," and Sheriff of Lanarkshire, died at his residence, Possil House, near Glasgow, of bronchitis, after rather more than a fortnight's illness. A short account of this eminent man will be found in another column.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Trinity Term, 1867.

The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

COLLINS, JOSEPH PULLEN.—James Pearson May, Princes-street, Spitalfields.

DARVILLE, THOMAS HENRY.—William Henry Barber, Abchurch-chambers, Abchurch-lane.

GURNEY, WILLIAM.—Samuel Rowles Pattison, 50, Lombard-street, City.

OLLARD, FREDERICK THOMAS.—William Ludlam Ollard, Upwell, near Wisbech, Cambridge.

ROBINSON, WILLIAM.—George Brown, York.

SMITH, JOHN CHRISTOPHER.—Thomas Dounie Calthrop, 8, Whitehall-place, Westminster.

WHARTON, FREDERIC COX.—George Frederick Wharton, Manchester; Robert Gudgeon Hinnell, Bolton, Lancaster.

WILSON, LAURENCE.—John Rogers Browne, Nottingham.

On the Last Day of Trinity Term, 1867.

ADAMS, FRANCIS CADWALLADER.—John Vickerman Longbourne, 4, South-square, Gray's-inn.

BEARPARK, JOHN.—William Pickering Parkinson, York.

BINGHAM, JOSEPH.—Nathaniel Creswick, Sheffield.

GIBBS, PHILIP WASHBOURNE.—Thomas Washbourne Gibbs, Bath.

JOHNSTON, WILLIAM JOHN.—William Johnston, Newcastle-upon-Tyne.

JONES, FRANK KIRTON.—John Marmaduke Teesdale, 6, Frederick's-place, Old Jewry.

JONES, WILLIAM VAUGHAN.—Marcus Louis, Ruthin Denbigh.

LAMBERT, WILLIAM HENRY.—William Lambert, Exeter.

LEDGARD, HENRY.—William Ford, 4, South-square, Gray's-inn; Harry Bell, 36, Bedford-row.

MILNE, FRANK.—Edward Chippendale Milne, Manchester; Edwin Chorley Hopps, Manchester; Augustus Percy Earle, Manchester.

MOTE, JOSEPH.—Michael Smith, 5, Berners-street, Middlesex.

NICHOLSON, THOMAS HENRY.—John Nicholson, Ambleside.

OSLER, WILLIAM CHANNING, B.A., LL.B.—Thomas Martineau, Birmingham.

PRESSWELL, HENRY JARDINE.—George Presswell, Totnes.

STIRLING, HUGH.—Frederick Leigh Hutchins, 11, Birchin-lane.

VAUDREY, THOMAS WILLIAM.—John Wilson, Congleton.

WARD, JAMES LIVESEY.—John Egerton Ward, Congleton.

WORTHINGTON, CHRISTOPHER.—John Egerton Ward, Congleton.

WRIGHT, WILLIAM HORACE.—Samuel Walker, 29, Lincoln's-inn-fields.

(For previous names see *ante*, p. 602.)

NOTICES OF APPLICATIONS TO BE RE-ADMITTED.

Last day of Trinity Term, 1867.

Leigh, Alfred, Sale-moor, near Manchester.

Michaelmas Term, 1867.

Chandler, Benjamin, Sherborne, Dorset.

NOTICES OF APPLICATIONS TO TAKE OUT OR RE NEW ATTORNEY'S CERTIFICATES.

June 18, 1867.

Eley, John, 90, Fetter-lane, Holborn.

Hayton, John Bond, 17, Market-place, Junction-road, Upper Holloway.

Leather, Alexander William Dow, Sidmouth, Devon.

Lupton, Thomas, Liverpool; and Preston.

Parker, William, Manchester; and Lewisham, Kent.

Ramsay, Joseph, Cockermouth, Cumberland.

Russell, Lancelot, 4, Churton-place, Pimlico; and 4, North End, Croydon.

Snell, Frederick John, Great Bardfield Lodge, Essex; Chelmsford; and Harleston, Norfolk.

Sparham, Henry Mills, Forest-hill, Kent; and Birchanger, Essex.

Spencer, William, 13, Rue de Paris, Lille.

Tilsley Hugh, 35, Keppel-street, Russell-square.

Tinsley, Charles, Market Rasen, Lincoln.

Waldron, Alfred, Brentwood, Essex.

Ward, Richard John, 14, Percy-circus, Pentonville.

Whatley, George Lawson, Mitchell Dean, Gloucester.

COURT PAPERS.

EXCHEQUER CHAMBER.

SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals :—

QUEEN'S BENCH.

Tuesday ..... June 18 | Wednesday ..... June 19

COMMON PLEAS.

Thursday ..... June 20 | Friday .... June 21

EXCHEQUER.

Saturday ..... June 22 | Monday ..... June 24

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, May 30, 1867.

[*From the Official List of the actual business transacted.*]

RAILWAY STOCK.

Shares	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	80
Stock	Caledonian	100	110
Stock	Glasgow and South-Western	100	107
Stock	Great Eastern Ordinary Stock	100	32¼
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	114
Stock	Do., A Stock*	100	114
Stock	Great Southern and Western of Ireland	100	92
Stock	Great Western—Original	100	45
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	128¾
Stock	London, Brighton, and South Coast	100	50½
Stock	London, Chatham, and Dover	100	19
Stock	London and North-Western	100	114¾
Stock	London and South-Western	100	78
Stock	Manchester, Sheffield, and Lincoln	100	48½
Stock	Metropolitan	100	124½
Stock	Midland	100	111¾
Stock	Do., Birmingham and Derby	100	82
Stock	North British	100	34
Stock	North London	100	115
10	Do., 1866	5	6¼
Stock	North Staffordshire	100	70
Stock	Scottish Central	100	—
Stock	South Devon	100	4[illegible]
Stock	South-Eastern	100	68
Stock	Taff Vale	100	154
10	Do., C	—	3¾ pm

* A receives no dividend until 6 per cent. has been paid to B.

GOVERNMENT FUNDS.

3 per Cent. Consols, 94	Annuities, April, '85
Ditto for Account, June 6, 93¼	Do. (Red Sea T.) Aug. 1908, 19¾
3 per Cent. Reduced, 92⅝	Ex Bills, £1000, 4 per Ct. pm
New 3 per Cent., 92⅝	Ditto, £500, Do pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 26 pm
Do. 2½ per Cent., Jan. '94, 76⅛	Bank of England Stock, 6¼ per Ct. (last half-year) 252½
Do. 5 per Cent., Jan. '73 —	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74, 221	Ind. Enf. Pr., 5 p C., Jan. '72, 103
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 —
Ditto 5 per Cent., July, '80 112	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88, 97	Do. Bonds, 5 per Ct., £1000, pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, pm.
Ditto Enfaced Ppr., 4 per Cent.	

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

We have now for some time had to record weekly the firmness and upward tendency of the Funds. The present week will not form any exception in this respect. The estimation in which these securities are held is no doubt attributable in part to the distrust which still hovers round more speculative investments, but public confidence, and the abundance of capital which is seeking employment, are the main causes. The large amount of bullion in the Bank of England, as well as in that of France, has contributed to establish the confident feeling which seems to prevail. The Bank rate of discount was to-day reduced from 3 to 2½ per cent. and an increased buoyancy was the immediate result. Foreign securities show on the whole an upward tendency. The share-market displays much fluctuation, to-day the tendency has been upward. British Railways are decidedly stronger than at the beginning of the week. It is universally thought that the steady rise of the funds, which we have lately had to record, is attributable to a legitimate demand consequent on an abundance of capital.

To-day, being Ascension Day, the Paris Bourse was closed. Yesterday (Wednesday), Rentes left off at 69f. 92c.

The Returns of the Board of Trade show the trade increase of last year is by no means maintained this year. The exports for the first four months of 1866 were 15 per cent. larger than those of the corresponding period of 1865, and are 10 per cent. larger than those for 1867.

The Standard Life Assurance Company's report, presented at the forty-seventh annual meeting, announces an increase of business.

ELLENBOROUGH'S SARCASM.—To the surgeon in the witness box who said, "I employ myself as a surgeon," Lord Ellenborough retorted, "But does anybody else employ you as a surgeon?" The demand to be examined *on affirmation* being preferred by a Quaker witness, whose dress was so much like the costume of an ordinary *conformist* that the officer of the court had begun to administer the usual oath, Lord Ellenborough inquired of the "friend," Do you really mean to impose upon the court by appearing here in the disguise of a reasonable being? Very pungent was his ejaculation at a cabinet dinner when he heard that Lord Kenyon was about to close his penurious old age by dying. "Die!—why should he die?—what could he get by that?" interposed Lord Ellenborough, adding to the pile of jests by which men have endavoured to keep a grim, unpleasant subject out of sight—a pile to which the latest *mot* was added the other day by Lord Palmerston who during his last attack of gout exclaimed, playfully, "*Die*, my dear doctor! That's the *last* thing I think of doing."—*Jeaffreson's Book about Lawyers.*

COUNTY COURTS.—The business of the county courts of England increased greatly last year. There were no less than 872,446 plaints entered, £864,193 of them for sums not exceeding £20. The amount claimed was £2,052,715. A large proportion of the cases are settled, but 468,165 went into court, all but 879 of these were determined without a jury. In 470,408 cases judgment was given for the plaintiff (by consent in about two cases in every five), the debts recovered amounting to £1,049,535. Costs amounted to £43,459. 29,347 warrants of commitment were issued, and in 7,601 instances the debtor was actually imprisoned; 145,816 executions were issued against the goods of the defendant, and in 3,828 instances sales were made. Thus it appears that on one plaint in every five execution had to be issued against the debtor or his goods. The court fees in these proceedings amounted to £288,453. There were also 3,523 adjudications of bankruptcy; the gross produce realised was only £50,990. In 814 cases equitable proceedings were had in these courts.—*Times.*

PATENT-OFFICE.—The expenses connected with this office amount to £31,410. An analysis of this sum shows that £9,933 is paid to the law officers of the Crown in England, £867 to their clerks, £9,145 for salaries (of which the Clerk of Commissioners receives £1,000); £6,990 for incidental expenses, and £4,454 for compensation. Of this last item, £1,200 is given to the Attorney-General for Ireland, £850 to the Lord-Advocate for Scotland, £850 to Mr. David Johnstone, patent clerk to the Attorney and Solicitor-General for England; and £300 to the Solicitor-General for Ireland. The above charges do not include the expense of printing the specifications of patents, the drawings accompanying them, &c., amounting altogether to about £51,000, this charge being taken out of the receipts for stamp duties, which are estimated to produce for the year 1867-8 about £114,000.

COST OF LAW AND JUSTICE.—A blue-book has been prepared and issued, on the motion of Mr. Childers, showing in detail for the financial year 1865-66 the charges borne by the public purse for courts of law and justice, for criminal prosecutions and for the legal expenses of the public departments. The total amount was £1,750,596 in England, £230,392 in Scotland, £363,552 in Ireland, making together £2,344,540. A second part of the return is to follow, showing the expenditure for courts of justice defrayed from county, borough, or local funds.

It appears from a parliamentary return issued yesterday, that since the 16th of July last, Lord Derby's government have appointed no less than 323 new justices of the peace. The names of those appointed in each city and borough in England and Wales are given in the return.

ESTATE EXCHANGE REPORT.

AT THE MART.

May 21.—By Messrs. ELLIS & SON.

Freehold residence, situate in Half Moon Lane, Dulwich, let at £70 per annum—Sold for £1,000.

Freehold residence, situate as above—Sold for £1,175.

The under-lease for 17 years, unexpired, of the suite of six offices, Nos. 11 & 12, Fenchurch-street, City; term, 21 years from 1863, at £300 per annum—Sold for £125.

May 24.—By Messrs. FOSTER.

Leasehold residence, No. 8, Upper Hyde-park-street, with coach-house and stabling in the rear; term, 96 years from 1838, at £15 per annum; and a leasehold improved ground rent of £37 10s. per annum, secured on houses in Bridge-terrace, Harrow-road, and Fulham-place, and Dudley-place, Paddington; term, 72 years unexpired—Sold for £3,650.

Leasehold residence, No. 2, West-hill, Highgate, let at £80 per annum; term, 90½ years unexpired, at £15 per annum—Sold for £810.

Leasehold, 4 houses, Nos. 1 to 4, Brecknock-street, Camden-town, producing £15 per annum; term, 70 years unexpired, at £16 per annum—Sold for £1,960.

May 28.—By Messrs. DEBENHAM, TEWSON, & FARMER.

Freehold 2a 3r 32p of arable and wood land, situate in Brooke-lane, on the road to Salisbury-green, Hants—Sold for £240.

AT THE GUILDHALL COFFEE HOUSE.

May 21.—By Messrs. FURBER & PAICE.

Freehold cottage ornee, known as the Poplars, situate on Clay-hill, Bushey, Herts—Sold for £1,015.

Leasehold house, No. 59, William-street, Brighton, Sussex, let for a term, £18 per annum; term, 42 years unexpired, at £3 4s. per annum—Sold for £70.

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

CORBET—EMERY—On May 23, at St. Mary's, Staines, Miller Corbet, Esq., Solicitor, of Kidderminster, son of David Corbet, M.D., of Orsett, Essex, to Mary Louisa Jane, daughter of Mr. Charles Emery.

CALVERT—HORSFALL—On May 29, at the Parish Church, Cundall, Yorkshire, Henry Calvert, Esq., Solicitor, of Masham, Yorkshire, son of John Calvert, Esq., to Helen, daughter of the Rev. T. Horsfall, Incumbent of Cundall with Norton-le-Clay.

PHIPSON—NEWCOME—On May 28, at St. George's Church, Stamford, Wilson Weatherly Phipson, Esq., Charlewood-villa, Putney, to Elizabeth Humberstone, daughter of F. P. Newcome, Esq., Solicitor, Long Clawson, Leicestershire.

PYE-SMITH—RAWLINSON—On May 23, at the Congregational Church, North-street, Taunton, John William Pye-Smith, Esq., Solicitor, of Sheffield, to Harriette, daughter of William Rawlinson, Esq, of Taunton.

DEATHS.

ASHLEY—On May 20, at Greenhithe, Kent, Henry Ashley, Esq., Solicitor, of that place, and of Charles-square, Hoxton, Middlesex, aged 77.

BICKNELL—On May 27, at his residence, No. 184, Westbourne-terrace, Hyde-park, Samuel Bicknell, Esq., last surviving partner of Messrs. C. & S. Bicknell, Solicitors, of No. 79, Connaught-terrace, Edgware-road.

COVERDALE—On May 27, at Brondesbury-park, Willesden, Isabella Frederica, wife of John Coverdale, Esq., of Bedford-row.

GARREAU—On March 26, at Champ de Mars, Port Louis, Mauritius, Victor Garreau, Esq., Barrister-at-Law, and Stipendiary Magistrate of the Seychelles.

HAWKINS—On May 21, at his residence, Clapham, John Hawkins, formerly of 2, New Boswell-court, Lincoln's-inn, late of 40, Chancery-lane, aged 68.

PHILLIPS—On May 26, at 77, Gloucester-place, Sir Thomas Phillips, Q.C., of the Inner Temple, Chairman of the Society of Arts, aged 65.

RICHARDS—On May 19, at Croydon, Nelly Amelia, daughter of Charles Thomas Richards, Esq., Solicitor, of Croydon, aged 13.

SPARLING—On May 24, at 4, Hornsey-rise, aged 10, Helen, daughter of John A. Sparling, Esq., Solicitor.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, May 24, 1867.

LIMITED IN CHANCERY.

National Provincial Marine Insurance Company (Limited).—Petition for winding-up, presented May 22, directed to be heard before the Master of the Rolls on June 1. Hillyer & Fenwick, Fenchurch-st, solicitors for the petitioners.

STANNARIES OF CORNWALL.

East Basset & Grylls Mining Company.—By an order made by the Vice-Warden, dated May 20, it was ordered that the above company should be wound-up. Roberts, Truro, solicitor for the petitioner.

Saint Day United Mining Company.—By an order made by the Vice-Warden, dated May 18, it was ordered that the above company should be wound-up. Roberts, Truro, solicitors for the petitioners.

TUESDAY, May 28, 1867.

LIMITED IN CHANCERY.

West of England Brewery Company (Limited).—Petition for winding-up, presented May 24, directed to be heard before Vice-Chancellor Stuart on June 7. Randall & Angier, Gray's-inn-pl, solicitors for the petitioners.

Aldborough Hotel Company (Limited).—The Master of the Rolls has, by an order dated April 24, appointed Charles Fitch Kemp, 8, Walbrook, to be official liquidator.

Friendly Societies Dissolved.

FRIDAY, May 24, 1867.

Derby Female Friendly Society, Derby. May 14.

TUESDAY, May 28, 1867.

Amalgamated Block Printers Society, Lord Nelson Inn, Merton, Surrey. May 21.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 24, 1867.

Milner, Robt, Eccles, Lancaster. June 25. Zapp v Percival, County Palatine of Lancaster.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 24, 1867.

Ashworth, Henrietta, Chester-ter, Regent's-pk, Spinster. June 30. Farrer & Co, Lincoln's-inn-fields.

Cooke, John, Hamsterly, Durham, Farmer. June 12. Smith, Durham.

Graeme, Patrick St Geo, Cawnpore, India, Captain. Jan 1. Lucas & Showler, Trinity-pl, Charing-cross.

Humphry, Geo Edwd, Southampton, Dentist. July 1. Green & Moberly, Southampton.

Jones, Wm, Northampton, Gent. July 1. Britten, Northampton.

Judson, Maria, Headingley, Leeds, Widow. July 10. Barr & Co, Leeds.

Magenis, Sir Arthur Chas, Dover-st, Piccadilly. July 23. Carlisle & Ordell, New-sq, Lincoln's-inn.

Markwell, Rev Jas Wm, De Beauvoir-rd, Clerk. July 10. Finney, Furnival's-inn.

Marley, Edwd, Terrington, York, Farmer. July 13. Proud, Bishop Auckland.

Mears, Isaac, Gedney-hill, Lincoln, Farmer. Sept 1. Jackson, Wisbech.

Murphy, Robt Thos, Lpool, Master Mariner. June 19. Hull & Co, Lpool.

Schilling, Hy, Brighton, Sussex, Gent. July 31. Stevens & Haselwood, Brighton.

Shilleto, Joseph, York, Butcher. July 18. Richardson & Co, York.

Stone, Thos Arthur, Grosvenor-st, Grosvenor-sq, Surgeon. June 19. Hull & Co, Lpool.

Tewart, Robt, Carlton-villas, Maida-vale, Esq. July 1. Fraser & May, Dean-st, Soho.

Webb, Edmund, Birm, Coal Dealer. June 20. Standbridge & Kaye Birm.

TUESDAY, May 28, 1867.

Allaway, John, Maidenhead, Berks, Gent. July 11. Brown, Maidenhead.

Buckley, Thos, York, Lodging-house Keeper. June 17. Wainwright & Co, Wakefield.

Curran, Jas, Albany-pl, Terrace-rd, Hackney, Gent. July 1. Hughes & Muskett, Waterloo-pl.

Elliott, Mary, Newcastle-upon-Tyne, Widow. June 24. Ingledew & Daggett, Newcastle-upon-Tyne.

Ewens, Ann Maria, Hanwell Lunatic Asylum, Widow. June 20. Newman, Southampton.

Ford, Edwin, Broughton, nr Manch, Gent. Aug 31. Parry & Son, Manch.

Gates, Wm, Ifield, Sussex, Builder. July 1. Head & Son, East Grinstead.

Hill, Geo, Diss, Norfolk, Farmer. July 1. Muskett & Garrod.

Hodgshon, Thos, Whickham, Durham, Farmer. July 22. Dickinson, Newcastle-upon-Tyne.

Hoyle, Hy, Newhalhey, nr Rawtenstall, Lancaster, Esq. June 29. Hargreaves & Bolton, Blackburn.

Jewell, Jas, Lingfield, Surrey, Gent. July 1. Head & Son, East Grinstead.

Johnson, Wm, Hastings, Sussex, Gent. July 1. Drew & Wilkinson, Bermondsey-st.

Peace, Wm, Bognor, Sussex, Esq. June 23. Johnson & Raper, Chichester.

Randall, Wm, Gt Dunmow, Essex, Brewer. July 17. Wade, Dunmow.

Robinson, Thos, Appleby, Westmoreland, Gent. July 1. Wilson, Appleby.

Swiney, John Downing, Lieutenant Royal Engineers. Sept 1. Lingwood, Cheltenham.

Waddington, Benj, Margaret-st, Cavendish-sq. July 21. Walker & Twyford, Southampton-st, Bloomsbury.

Warden, Ann, Gilmorton, Leicester, Widow. Aug 1. Owston, Leicester.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 24, 1867.

Blackburn, Thos, Halifax, York, Hardware Dealer. May 22. Comp Reg May 24.

Boulton, Richd, Macclesfield, Chester, Provision Dealer. May 20. Comp. Reg May 22.

Brame, Philip Edwd, Stanhope-st, Regent's-park, Jeweller. May 3. Comp. Reg May 24.

Brooke, Robt, Cheltenham, Gloucester, Ironmonger. May 13. Comp. Reg May 22.

Butterfield, Wm Hy, Old Paradise-row, Islington-green Registrar. May 16. Comp. Reg May 24.

Cairns, Geo, Bradford, York, Draper. May 6. Asst. Reg May 22.

Challis, Geo Ward, Lombard-st, Merchant. May 13. Comp. Reg May 20.

Chapman, John Wells, Worship-st, Finsbury, Wholesale Milliner. May 20. Comp. Reg May 21.

Clay, Herbert, Jarrow, Durham, Builder. May 2. Comp. Reg May 21.

Coatsworth, Phabe, Howgill, Durham, Grocer. May 2. Comp. Reg May 21.

Cooling, Hy, Wolverhampton, Stafford, Fishmonger. April 29. Asst. Reg May 23.

Cook, Benj, Salisbury-ct, Fleet-st, Builder. May 7. Comp. Reg May 24.

Cook, Chas Claudius, Boundary-rd, St John's Wood, Builder. May 1. Comp. Reg May 24.

Crawford, Wm John, Darlington, Durham, Butcher. May 6. Comp. Reg May 22.

Crossley, Benj, Brighouse, York, Dyer. April 27. Comp. Reg May 23.

Davies, Evan, Swansea, Glamorgan, Draper. May 17. Comp. Reg May 24.

Dives, Robt, Brighton-rd, Croydon, Miller. May 1. Comp. Reg May 24.

East, John, Northampton, Currier. May 20. Asst. Reg May 24.

Ellis, John, Addison-rd, Kensington, Architect. May 17. Comp. Reg May 23.

Evans, Joseph Elbert, Bucks, Grocer. April 26. Asst. Reg May 22.

Evans, Hy Lilwall, Carnarvon, Draper. April 25. Asst. Reg May 23.

Gilbert, Wm, Stoke-upon-Trent, Stafford, Draper. May 14. Comp. Reg May 22.

Gilpin, Edwd Bernard, Watford-st, King's-cross, Coal Merchant. May 18. Comp. Reg May 23.

Hart, Thos, Wynne-rd, Brixton, Warehouseman. May 13. Comp. Reg May 23.

Harsfield, John, Hyde, Chester, Shuttle Picker. May 17. Comp. Reg May 23.

Healy, Jeremiah, Marylebone-st, Tailor. May —. Comp. Reg May 24.

Hodges, Edwin, Birkenhead, Chester, Boot Dealer. May 8. Asst Reg May 21.

James, Chas, Berkley-st West, Paddington, Gent. May 7. Comp. Reg May 22.

Keetley, Robt, Gt Grimsby, Lincoln, Shipbuilder. May 17. Comp. Reg May 24.

Keighley, Geo Alfred, Manch, Publican. May 7. Asst. Reg May 22.

Laycock, Wm, Leeds, Innkeeper. May 13. Conv. Reg May 23.

Levy, Reuben, Manch, Tailor. May 14. Comp. Reg May 24.

Lyons, Woolf, Margate, Kent, Watchmaker. May 22. Comp. Reg May 24.

Mason, Wm Jas, Bodmin, Cornwall, Travelling Draper. May 1. Asst. Reg May 21.

McCullum, Wm Robt, Loughborough, Leicester, Hosier. April 29. Asst. Reg May 23.

McNair, Robt French, Gt James-st, Bedford-row, Secretary. May 8. Comp. Reg May 23.

Midworth, John, & Wm Midworth, Newark, Nottingham, Iron-founders. April 24. Asst. Reg May 21.

Monninger, Chas, Mark-lane, Oil Broker. May 20. Comp. Reg May 23.

Neuffiess, Jas, Birm, Tailor. May 6. Comp. Reg May 24.

Nicholson, Wm, Lpool, Draper. May 22. Asst. Reg May 23.

Osborn, Wm Baggaly, & Arthur Robottom, Birm, Merchants. April 25. Inspectorship. Reg May 22.

Parker, John, Brighton, Sussex, Grocer. April 24. Asst. Reg May 21.

Payne, Jas, & Chas Payne, Rotherham, York, Brass Founders. April 24. Comp. Reg May 21.

Payne, Wm, Chatteris, Cambridge, Farmer. April 24. Asst. Reg May 22.

Priestley, Wm, Halifax, York, Boot Maker. May 2. Conv. Reg May 22.

Quintin, Edwd, White's-row, Spitalfields, Coal & Coke Dealer. May 20. Comp. Reg May 24.

Robinson, Edwd, Manch, Tea & Coffee Merchant. April 24. Comp. Reg May 23.

Shaw, Geo, Swinton, nr Rotherham, York, Joiner. April 26. Asst. Reg May 22.

Shemwell, Edwd, Pendleton, Lancaster, Upholsterer. May 20. Comp. Reg May 22.

Shirley, Wm Jas, Claylands-rd, Kennington, out of business. May 10. Comp. Reg May 21.

Sill, John, Redcar, York, Tailor. May 14. Asst. Reg May 24.

Skillins, Robt, Lamb's Conduit-st, Fishmonger. May 17. Comp. Reg May 24.

Thomas, John, Terrace-rd, South Hackney, Grocer. May 14. Comp. Reg May 22.

Trafford, Wm Thos, Northampton, Hosier. April 26. Asst. Reg May 21.

Vernon, Robt, Newcastle-upon-Tyne, Iron Merchant. April 24. Asst. Reg May 23.

Walsh, Ellen, Garston, Lancaster, Grocer. May 11. Comp. Reg May 21.

Wardle, Jas Hood, Nottingham, Hotel Keeper. April 23. Asst. Reg May 23.

Weston, Jas, Yardley Gobion, Northampton, Beerhouse Keeper. April 25. Comp. Reg May 21.

Williams, Hy, Skewen, nr Neath, Glamorgan, Shopkeeper. May 15. Comp. Reg May 21.

TUESDAY, May 28, 1867.

Adderley, Benj, Oldbury, Worcester, Grocer. April 30. Comp. Reg May 27.
Bellingham, Lionell, Erith, Kent, Market Gardener. April 30. Asst. Reg May 24.
Bennett, John, Manch, Innkeeper. May 22. Comp. Reg May 27.
Bishop, Edwd Wallace, and Rt Willison, Seymour-st, Pianoforte Manufacturers. May 25. Comp. Reg May 27.
Bosse, Wm, Truro, Cornwall, Travelling Draper. May 18. Inspectorship. Reg May 27.
Borrow, Geo, Lyon-st, Caledonian-rd, Coach Builder. May 25. Comp. Reg May 28.
Brierley, Wm, Bolton, Lancaster, Agent. May 6. Asst. Reg May 24.
Catsell, Edwd, Swinford, Leicester, Corn Factor. April 30. Asst. Reg May 27.
Coomber, Wm, Walker-st, Long-lane, Bermondsey, Carman. April 26. Comp. Reg May 24.
Cohen, Abraham Mark, Southgate-rd, Kingsland, Builder. May 15. Comp. Reg May 25.
Coke, Rd, Keynsham, Somerset, Chemist. May 13. Asst. Reg May 27.
Cellier, Chas, and Geo Hy Cole, Southampton-st, Camberwell, Woodware Manufacturers. April 30. Comp. Reg May 28.
Coulthart, Geo, Lpool, Lancaster, Draper. May 1. Comp. Reg May 28.
Curlewis, Hy Chas, Conduit-st, Tailor. April 25. Comp. Reg May 23.
Davies, Joseph, Newport, Monmouth. Boot and Shoe Maker. May 1. Comp. Reg May 24.
Daw, Joseph, Tavistock, Devon, Grocer. May 14. Asst. Reg May 27.
Dent, Wm, Clint, York, Farmer. May 15. Asst. Reg May 27.
Dodwell, Solomon, Maryland-ter, Stratford, Baker. May 20. Comp. Reg May 28.
Elliott, Jas, Portland-st, Wandsworth-rd, Beer Shop Keeper. April 29. Comp. Reg May 27.
Enington, Chas Rivers, Arabella-row, Pimlico, Straw Hat Maker. May 3. Comp. Reg May 25.
Erick, Wm, Essex-rd, Islington, Gent. May 7. Comp. Reg May 27.
Fox, John, sen, Newbury, Berks, Leather Seller. May 15. Comp. Reg May 24.
Friskney, Moses, Kidderminster, Worcester, Hosier. May 18. Comp. Reg May 27.
Gostling, Francis, Norwich, Shoe Manufacturer. May 2. Comp. Reg May 24.
Guyer, Fredk, Morden-grove, Lewisham, out of business. May 25. Comp. Reg May 27.
Hargreaves, Geo, Lpool, Merchant. May 23. Asst. Reg May 27.
Hawkins, John Laidler, Huddersfield, York, Commercial Traveller. May 15. Asst. Reg May 27.
Hindle, Lawrence, and John Lawrence Hindle, Accrington, Lancaster, Manufacturers. April 29. Comp. Reg May 27.
Hoe, Jas Wellard, Crown-ter, Upper Holloway, Chemist. May 17. Asst. Reg May 28.
Holness, John, Wingham, Kent, Forage Dealer. May 2. Comp. Reg May 28.
Hulbert, Hy, Aston, Warwick, Builder. May 6. Asst. Reg May 28.
Hutchins, Wm, Leipsic-rd, Camberwell, Butcher. May 1. Asst. Reg May 25.
Jackson, Wm Edwin, Newcastle-upon-Tyne, Contractor. May 21. Comp. Reg May 28.
Kirk, Ann, Kingston-upon-Hull, Milliner. April 29. Asst. Reg May 27.
Large, Thos Wm, Buckingham-st, Strand, Civil Engineer. May 21. Asst. Reg May 27.
Lloyd, John Llewellyn, High-st, Peckham, Milliner. May 4. Comp. Reg May 25.
Loveless, Thos Read, Bristol, Innkeeper. May 1. Comp. Reg May 28.
Lovelock, John, Hilsea, Victualler. May 16. Asst. Reg May 27.
Macers, Joseph, Douglas-pl, Queen's-rd, Bayswater, Builder. May 2. Comp. Reg May 25.
Martin, Richd, Darlington, Durham, Builder. May 6. Asst. Reg May 25.
Mason, John, Manch, Boot and Shoe Maker. May 14. Comp. Reg May 28.
Mellmorrow, John, Norwich, Draper. May 7. Asst. Reg May 27.
Metcalfe, Stephen Wright, St Swithin's-lane, Metal Agent. May 23. Asst. Reg May 28.
Mitchell, Wm, Radcliffe, Lancaster, Cotton Manufacturer. May 17. Comp. Reg May 27.
Morris, Rd, Bird-st, St George's-in-the-East, Licensed Victualler. May 23. Comp. Reg May 27.
Neave, Jas, Pulham, St Mary Magdalen, Norfolk, Farmer. May 1. Asst. Reg May 24.
Palmer, Mary, and Edwin Jas Cooke, Fore-st, Milliners. April 27. Asst. Reg May 25.
Pitt, Wm, Brighton, Sussex, Upholsterer. May 11. Comp. Reg May 24.
Potter, Wm Hodgson, Lpool, Shipbuilder. May 22. Inspectorship. Reg May 24.
Raine, John Wm, Carter-lane, Doctors-commons, Painter. May 1. Comp. Reg May 24.
Smallbones, Jas, Devizes, Wilts, Draper. April 30. Asst. Reg May 27.
Smith, Theophilus, Wisbech, Cambridge, Silversmith. May 4. Comp. Reg May 24.
Soper, John Lampeer, Petertavy, Devon, Grocer. May 7. Comp. Reg May 28.
Taylor, Wm, Ludlow, Salop, Baker. May 6. Comp. Reg May 24.
Taylor, Rev John Marratt, Burton Bradstock, Dorset, Clerk. May 11. Comp. Reg May 27.
Vickers, Wm, Doncaster, York, Tailor. May 4. Comp. Reg May 27.
Waterhouse, Thos, Blackburn, Lancaster, Shopkeeper. May 18. Asst. Reg May 27.
Wicks, Hy, Cowestry, Superintendent of Carriages. May 24. Asst. Reg May 27.
Willis, Geo, Coddenham, Suffolk, Draper. May 11. Comp. Reg May 27.
Wilson, Wm Willey, Stockton, Durham, Printer. May 3. Asst, Reg May 24.
Woodstock, Stephen, Leather-lane, Holborn, Bootmaker. May 27. Comp. Reg May 28.
Worthington, John, Warrington, Lancaster, Provision Dealer. May 1. Asst. Reg May 27.
Wright, Geo Saml, Prisoner for Debt, Maidstone. May 16. Asst. Reg May 27.

Bankrupts.

FRIDAY, May 24, 1867.

To Surrender in London.

Adams, Saml, Reading, Berks, Jockey. Pet May 20. June 5 at 1. Courtenay & Croome, Gracechurch-st.
Aitken, Jas, Prisoner for Debt, London. Pet May 20. June 12 at 2. Linklaters & Co, Walbrook.
Akers, Wm Thos, Ann-st, Plumstead, Baker. Pet May 18. June 5 at 1. Buchanan, Basinghall-st.
Andrade, Alfred, East-st, Walworth, Meat Salesman's Clerk. Pet May 21. June 5 at 2. Chipperfield, Trinity-st, Southwark.
Astley, Hugh Fras Lethebridge, St Leonard's-on-Sea, Sussex. Pet May 20. June 6 at 2. Duncan & Co, Southampton-st, Bloomsbury.
Beard, Richd Isaac, Prisoner for Debt, London. Pet May 18. June 5 at 2. Drake, Basinghall-st.
Birch, Jen, Hungerford-rd, Holloway, out of employment. Pet May 18. June 6 at 2. Harrison, Basinghall-st.
Bridgeman, Geo Wm, Huntley-st, Tottenham-ct-rd, Surgeon. Pet May 21. June 5 at 2, Johnson, Clifford's-inn, Fleet-st.
Broadbent, John, Prisoner for Debt, London. Pet May 15. June 11 at 11.
Charles, Thos Wm, Southampton-buildings, Chancery-lane, Law Stationer. Pet May 22. June 5 at 2. Duignan, Chancery-lane.
Clark, Hy, Queen's-rd East, Chelsea. Licensed Victualler. Pet May 17. June 6 at 1. Hope, Ely-pl, Holborn.
Cracknell, Thos, jun, Maida-vale, Builder. Pet May 17. June 12 at 12. Riches, King's Bench-walk, Temple.
Davis, Geo, Etham-pl, Kent-st, Dover-rd, Southwark, Pastrycook. Pet May 20. June 6 at 11. Pittman, Guildhall-chambers.
Dixon, Fredk Augustus, Prisoner for Debt, London. Adj May 15. June 17 at 11.
Eade, Geo, Old Kent-rd, General Dealer. Pet May 20. June 12 at 2. Notley, St Mary's-ter, Maida-hill West.
Ellis, Geo, Bedford-st, Bedford-row, Bootmaker. Pet May 18. June 5 at 2. Parker, jun, Bedford-row.
Elsey, Jonathan Neve, Prisoner for Debt, London. Pet May 20. June 6 at 2. Haynes, Serle's-st, Lincoln's-inn.
Faulkner, Spencer-rd, Hornsey, Ironmonger. Adj May 15. June 17 at 11.
Fear, Jesse, Windsor, Berks, Coal Merchant. Pet May 15. June 5 at 2. Anderson & Son, Ironmonger-lane, Cheapside.
Flanedy, John, Prisoner for Debt, London. Adj May 15. June 11 at 1.
Gardiner, Joel, The Cresent, Peckham-rye, Commercial Clerk. Pet May 17. June 6 at 1. Harrison, Basinghall-st.
Garrett, Chas, Prisoner for Debt, London. Adj May 22. June 10 at 11.
Greenwood, Hy Bickerton, Prisoner for Debt, London. Adj May 15. June 11 at 11.
Hedge, Thos, Prisoner for Debt, Hertford. Adj May 15. June 12 at 12.
Hillsdon, John, Devonshire-ter, Bull-lane, Stepney, Cheesemonger. Pet May 21. June 17 at 11. Pittman, Guildhall-chambers, Basinghall-st.
Jewell, Richd, Prisoner for Debt, London. Pet May 15. June 11 at 11.
Johnson, Fredk, St George's-st East, Boarding-house Keeper. Pet May 18. June 12 at 12. Wood, Basinghall-st.
Lawrence, Jas Geo, Upper Thames-st, Printer. Pet May 20. June 12 at 1. Harrison, Basinghall-st.
Mansfield, Saml, Jamaica-st, Commercial-rd East, Baker. Pet May 20. June 12 at 2. Pittman, Guildhall-chambers, Basinghall-st.
McNally, Thos D'Arcy, Water-st, Bridge-st, Blackfriars, Builder. Pet May 21. June 10 at 11. Steadman, Mason's-avenue, Coleman-st.
McSwyny, Felix, Upper Whitecross-st, Dairyman. Pet May 14. June 12 at 1. Beard, Basinghall-st.
Nutt, Wm, New-yd, Gt Queen-st, Lincoln's-inn, Bookbinder. Pet May 21. June 5 at 1. Dobie, Basinghall-st.
Nutt, Wm Hy, Whitefriars-st, Fleet-st, Leather Dresser. Pet May 17. June 6 at 1. Lawrance & Co, Old Jewry-chambers.
Pardoe, Wm, Portland-ter, Portland-rd, Notting-hill, Cheesemonger. Pet May 20. June 5 at 1. Braddon, Danes-inn, Strand.
Pullen, Alfred Arthur, Prisoner for Debt, London. Adj May 15. June 11 at 1.
Renvoize, Fredk, Prisoner for Debt, London. Pet May 20 (for pan). June 17 at 12. Pittman, Guildhall-chambers, Basinghall-st.
Thorp, John, Maldon-rd, Kentish-town, Baker. Pet May 20. June 5 at 1. Hope, Ely-pl, Holborn.
Walesby, Chas Edmund, Prisoner for Debt, Springfield. Adj May 16. June 11 at 11.
Walford, Jas, Prisoner for Debt, London. Adj May 15. June 17 at 12.
Ware, Edwd Geo, Princes-st, Barbican, out of business. Pet May 20. June 6 at 2. Lewis & Co, Basinghall-st.
Wells, Thaddeus, Hunter-st, Brunswick-sq, Professor of Music. Pet May 22. June 10 at 11. Shiers, New-inn, Strand.

To Surrender in the Country.

Aplin, Robt Deal, Maperton, Somerset, Farmer. Pet May 21. Wincanton, June 5 at 12. Ellis, Sherborne.
Ashton, Margaret, Bootle, Lancaster, Pawnbroker. Pet May 20. Lpool, June 5 at 11. Cotton, Lpool.
Biden, Jas, jun, Southsea, Builder. Adj May 18. Portsmouth, June 17 at 12. White, Portsea.
Bradgate, Chas, Newport, Monmouth, Attorney. Pet May 21. Bristol, June 5 at 11. Beckingham, Bristol.
Burden, John, Parkstone, Dorset, Dealer. Pet May 20. Poole, June 3 at 11. Tanner, Wimborne, Minster.
Charlesworth, Rowland, Derby, Upholsterer. Pet April 27. Derby June 19 at 12. Briggs, Derby.

Chatfield, Reuben, Stafford, Beerseller. Adj May 9. Stoke-upon-Trent, June 8 at 11.
Chell, Thos, Derby, Pawnbroker's Assistant. Pet May 2. Derby, June 19 at 12. Smith, Derby.
Cottom, John, Prisoner for Debt, York. Adj May 16. Leeds, June 17 at 11.
Crooks, Abraham, Leeds, Tailor. Pet May 20. Leeds, June 7 at 12. Pullan, Leeds.
Davis, Francis, Leominster, Hereford, Secretary. Pet May 14. Leominster, June 3 at 10.30. Moore, Leominster.
Denman, Frank, Meare, Somerset. Baker. Pet May 13, Bristol, June 5 at 11. Chapman, Weston-super-Mare.
Disney, Wm, Danl, Gorleston, Suffolk, Chemist. Pet May 21. Gt Yarmouth, June 7 at 11. Diver, Gt Yarmouth.
Dixey, Wm, Southminster, Essex. out of business. Pet May 20. Maldon, June 10 at 10. Jones, Chelmsford.
Doran, Joseph, Prisoner for Debt, Cardiff. Adj May 15. Swansea, June 5 at 2.
Eyre, Geo, Derby, Butcher. Pet May 7. Derby, June 19 at 12. Smith, Derby.
Faulkner, Wm, Wellingborough, Northampton, Shoemaker. Pet May 22. June 7 at 10. White, Northampton.
Fletcher, Abraham, Bradford, York, Quarryman. Pet May 21. Bradford, June 9 at 9.45. Harle, Bradford.
Garner, Wm, Barwell, Leicester, Baker. Pet May 21. Hinckley, May 29 at 11. Bramah, Market Bosworth.
Geldard, Geo, & Ralph Booth Geldard, Spennymoor. Durham, Blacksmiths. Pet May 18. Newcastle-upon-Tyne, June 5 at 12. Hoyle & Co, Newcastle-upon-Tyne.
Greenaway, Benj, Charlton, nr Wantage, Berks, Innkeeper. Pet May 20. Wantage, June 8 at 2. Cave, Newbury.
Greenway, Thos Smith, Wolverhampton, Stafford, Carpenter. Pet May 20. Birm, June 5 at 12. James & Griffin, Birm.
Hacche, John, Swansea, Glamorgan, Cabinet Maker. Adj May 15. Swansea, June 5 at 2.
Harrison, Wm, Kingston-upon-Hull, Hosier. Pet May 10. Leeds, June 12 at 12. Richardson & Turner, Leeds.
Hearfield, John Hy, Prisoner for Debt, Lancaster. Adj May 15. Salford, June 8 at 9.30. Ambler, Manch.
Heathcote, Edwd, Prisoner for Debt, Manch. Adj May 14. Manch, June 4 at 9.30. Gardner.
Henshall, John Weston, Lpool, out of business. Pet May 21. Lpool, June 6 at 11. Holden, Lpool.
Hepworth, Fredk, Prisoner for Debt, York. Adj May 16. Leeds, June 13 at 11.
Hopper, John, Newcastle-upon-Tyne, Ship Carpenter. Pet May 22. Newcastle-upon-Tyne, June 5 at 11.30. Harle & Co, Newcastle-upon-Tyne.
Hunt, Geo, Swansea, Glamorgan, Licensed Victualler. Pet May 9. Swansea, June 5 at 2. Rees, Swansea.
Hurrell, Jas Hy, Buralem, Stafford, Tailor. Pet May 22. Birm, June 5 at 12. Tomkinson, Buralem.
Hyde, Robt Abbott, Prisoner for Debt, Manch. Pet May 14. Manch, June 8 at 9.30. Nuttall, Manch.
Inchbold, Ann, Leeds, Provision Dealer. Pet May 21. Leeds, June 7 at 12. Wilkin, Leeds.
Jones, Wm Owen, Pembrey, Grocer. Pet May 21. Llanelly, June 7 at 12. Rees, Llanelly.
Jones, David. St Asaph, Flint, Grocer. Pet May 20. St Asaph, June 14 at 10. Roberts, St Asaph.
Lawrence, Nathan, Cardiff, Glamorgan, out of business. Pet May 21. Cardiff, June 5 at 11. Raby.
Leach, John, Bardsley, nr Ashton-under-Lyne, Cotton Spinner. Pet May 13. Manch, June 6 at 12. Sale & Co, Manch.
Lewis, Wm Barrett, Prisoner for Debt, Devon. Adj May 20. Exeter, June 4 at 11.
Mawdsley, Peter, Seaforth, nr Lpool, out of business. Pet May 22. Lpool, June 5 at 11. Etty, Lpool.
Mayo, Edwin. Bristol, Innkeeper. Pet May 20. Bristol, June 7 at 12.
Mitchelson, Geo, Lpool, Bookseller. Pet May 22. June 5 at 3. Etty, Lpool.
Oldfield, John, Salford, Lancaster, Beer Retailer. Pet May 21. Salford, June 8 at 9.30. Stringer, Manch.
Owen, Hamlet, Hanley, Stafford, Potter. Pet May 22. Hanley, June 15 at 11. Sutton, Buralem.
Parker, Geo, Kendal, Westmorland, Wool Sorter. Pet May 17. Kendal, June 3 at 11. Thompson, Kendal.
Parker, Richd, Puriton, Somerset, Attorney. Pet May 20. Bridgwater, June 5 at 10. Reed & Cook, Bridgwater.
Pearson, John Morley, Saltburn-by-the-Sea, York, Builder. Pet May 22. Leeds, June 6 at 11. Bond & Barwick, Leeds.
Randles, David Moor, Beeston-hill, nr Leeds, Plasterer. Pet May 22. Leeds, June 7 at 12. Harle, Leeds.
Reid, Robt, Prisoner for Debt, Monmouth. Adj May 14. Bristol, June 4 at 11.
Robinson, John Howard, Heaton Norris, Lancaster, Apshalter. Pet May 20. Salford, June 8 at 9.30. Elliott & Hampson, Manch.
Rodwell, Fredk Mussett, Thorrington, Essex, Blacksmith. Pet May 1. Colchester, June 15 at 11.30. Jones, Colchester.
Rowe, John, Bridges, Cornwall, Innkeeper. Pet May 21. Cornwall, June 15 at 10. Wallis, Bodmin.
Sibley, Thos Hy, Bristol, Milkman. Pet May 22. Bristol, June 7 at 12.
Simons, Wm, Aglwaylan, Glamorgan, Colliery Proprietor. Pet May 17. Bristol, June 5 at 11. Beckingham, Bristol.
Smith, Edwin, Bath, out of business. Pet May 21. Bristol, June 5 at 11. Bartrum, Bath.
Spring, Wm, Gt Grimsby, Lincoln, Joiner. Pet May 20. Gt Grimsby, June 7 at 11. Chester, Hull.
Sullivan, Joseph, Manch, Music-hall Proprietor. Pet May 22. Manch, June 4 at 9.30. Walmsley, Manch.
Taylor, Geo Wm, Ramsbottom. Lancaster, Cotton Waste Dealer. Pet May 20. June 6 at 10. Blackburn, Ramsbottom.
Taylor, Geo Thos, Newcastle-upon-Tyne, Merchant. Pet May 21. Newcastle-upon-Tyne, June 5 at 12.30. Ingledew & Daggett, Newcastle-upon-Tyne.
Tempest, Horsley, Newcastle-upon-Tyne, Moulder. Pet May 18. Newcastle, June 7 at 10. Robson, Gateshead.
Walmsley, John, Prisoner for Debt, Manch. Adj May 14. Salford June 8 at 9.30. Ambler, Manch.
Whitehouse, Thos, Tewkesbury, Gloucester, Dealer in Hay. Pet May 21. Bristol, June 5 at 11. Lowe, Dudley.
Wodson, Wm Geo, Newcastle-upon-Tyne, Builder's Clerk. Pet May 18. Newcastle, June 7 at 10. Bousfield.

TUESDAY, May 28, 1867.

To Surrender in London.

Arbuckle, Edwd Vaughan, Prisoner for Debt, London. Adj May 29. June 13 at 12.
Bainbridge Wm, Bridge-st, Southwark, Surgeon. Pet May 21. June 11 at 11. Haise & Co, Cheapside.
Blackmore, Geo. jun, Wharf-rd, City-rd, Clerk. Pet May 22. June 17 at 12. Dennis, Southampton-buildings.
Crow, Jas Bain, Cecil-st, Strand, out of business. Pet May 24. June 11 at 2. Bradley, Fenchurch-st.
Denton, John Alfred, Brighton, Cigar Merchant. Pet May 21. June 17 at 12. Shiers, New-inn.
Dobson, Alfred, Miles-lane, Cannon-st, Leather Merchant. Pet May 18. June 17 at 2. Hand, Coleman-st.
Edwards, Wm, Brunswick-parade, Upper Norwood, Wardrobe Dealer. Pet May 24. June 10 at 12. Brown, Weavers'-hall.
Everitt, Wm, Prisoner for Debt, London. Pet May 21 (for pan). June 17 at 11. Pittman, Guildhall-chambers.
Goodwin, Stephen Lushington, Barking-town, Essex, Clerk. Pet May 23. Hicks, Coleman-st.
Graham, Hy, Wardrobe-ter, Doctors'-commons, Tailor. Pet May 24. June 10 at 12. Dobie, Basinghall-st.
Harris, Quarles, jun, Jewry-st, Aldgate, Wine Merchant. Pet May 25. June 10 at 12. Morgan, Winchester-buildings.
Keymer, Abraham Jas, Ebury-st, Pimlico, Journeyman Baker. Pet May 20. June 12 at 2. Daniels & Co, Fore-st.
Korn, Philip, & Augustus Kurtz, Aldermanbury, Merchants. Pet May 21. June 17 at 11. Lawrence & Co, Old Jewry.
Lester, John Wm, Auckland House, Lower Norwood, D.D. Pet May 22. June 11 at 12. Hooper, Sackville-st, Piccadilly.
Mason, Thos, Hungerford-rd, Camden-rd, Cabinet Maker. Pet May 24. June 17 at 1. Johnson, Clifford's-inn.
Perry, Wm John, Arlington-st, New North-rd, Islington, Cab Driver. Pet May 24. June 11 at 1. Beard, Basinghall-st.
Potts, Wm, Romford, Essex, Clerk. Pet May 24. June 17 at 1. Peck & Downing, Basinghall-st.
Puddy, Geo, Hammersmith, Boot Maker. Pet May 20. June 12 at 1. Hutchinson, Priam-pl, Hammersmith.
Rowdon, Hy Mortimer, Nottingham-pl, Marylebone-rd, Physician. Pet May 24. June 10 at 12. Holmes, Fenchurch-st.
Simmons, Thos, Redcross-st, Southwark, Printers' Broker. Pet May 25. June 10 at 1. Pittman, Guildhall-chambers.
Stanesby, Wm Geo, Goodman's-yd, Minories, Licensed Victualler, Pet May 21. June 17 at 12. King, Queen-st, Cheapside.
Stringer, Fredk Edgar, Prisoner for Debt, London. Pet May 25. June 11 at 2. Cann, Lincoln's-inn-fields.
Summers, Joseph, Salisbury-ter, Burdett-rd, Mile-end, Grocer. Pet May 24. June 17 at 1. Harrison, Basinghall-st.
Taylor, Leonard Haddon, Leasness-heath, Erith, Wheelwright. Pet May 22. June 11 at 12. Hughes & Co, Waterloo-pl, Pall Mall.
Thorp, Chas, Riley-st, Russell-st, Bermondsey, Paper Hanging Manufacturer. Pet May 21. June 11 at 12. Moss, Gracechurch-st.
Thrower, Edwd, Pembroke-rd, Kilburn-park, Bootmaker's Assistant. Pet May 22. June 11 at 12. Kelly, Charterhouse-sq.
Timms, Geo, Prisoner for Debt, London. Pet May 24 (for pan). June 11 at 2. Mullins, St Paul's-pl, Canonbury.
Turner, Jas, Prisoner for Debt, Maidstone. Adj May 20. June 17 at 2.
Walker, Robt Sisden, Warden-rd, Kentish-town, Journeyman Upholsterer. Pet May 21. June 11 at 11. Hope, Ely-pl, Holborn.
Willey, Chas, Bexley-heath, Kent, Attorney's Clerk. Pet May 23. June 10 at 12. Delmar, Three King-ct, Lombard-st.
Williams, Jas Horniblow, Royal-avenue-ter, Chelsea, Surgeon. Pet May 23. June 11 at 1. Voules, Gresham-st.

To Surrender in the Country.

Ainsworth, Joseph, Preston, Lancaster, Yarn Agent. Pet May 24. Preston, June 8 at 10. Edelston, Preston.
Arnold, Wm, Lincoln, Boot Maker. Adj May 9. Lincoln, June 8 at 11. Brown & Son, Lincoln.
Atherton, Wm Matthew, Manch, Scrivener. Pet May 24. Manch, June 7 at 12. Cobbett & Wheeler, Manch.
Ball, Robt, Knottingley, York, Innkeeper. Pet May 23. Leeds, June 17 at 11. Wainwright & Co, Wakefield.
Bland, Wm, York, Tailor. Pet May 24. Leeds, June 17 at 11. Bond & Barwick, Leeds.
Branch, Mary Ann, Redruth, Cornwall, Widow. Pet May 23. Redruth, June 13 at 11. Holloway, Redruth.
Briggs, Saml, Kingston-upon-Hull, Merchant's Clerk. Pet May 22. Leeds, June 12 at 12. Jacobs, Hull.
Burkhall, Five Crosses, nr Frodsham, Chester, Beerseller. Pet April 26. Runcorn, June 18 at 11. Ashton, Frodsham.
Clinton, Saml, Wednesbury, Stafford, Gas Fitting Maker. Pet May 25. Walsall, June 22 at 12. Ebsworth, Wednesbury.
Clough, Jas, Stockton, Durham, Tailor. Pet May 23. Stockton-on-Tees, June 12 at 11. Dodds & Trotter, Stockton.
Davis, Barnard Dimmock, Bedford, Butcher. Pet May 23. Bedford, June 10 at 3 Conquest & Stimson, Bedford.
Elliott, Wm, Hanley, Stafford, Platelayer. Pet May 24. Hanley, June 15 at 11. Sutton, Buralem.
England, Hy, Maesteg, Glamorgan, Beer Retailer. Pet May 25. Bridgend, June 8 at 12. Stockwood, Bridgend.
Eve, Alex, & Thos Eve, South Kelsey, Lincoln, Farmers. Pet May 23. Leeds, June 12 at 12. Brown, Lincoln.
Frisby, Thos, Sandwich, Kent, Grocer. Pet May 21. Sandwich, June 11 at 11.30. Mouritsyan, jun, Sandwich.
Ganter, Nicholas, West Hartlepool, Durham, Watchmaker. Adj May 14. Hartlepool, June 4 at 11. Marshall, West Hartlepool.
Ginders, Richd Marsh, Birkenhead, Chester, Oil Merchant. Pet May 23. Lpool, June 13 at 11. Etty, Lpool.
Grindrod, Robt, Rochdale, Lancaster, Smallware Dealer. Pet May 22 Rochdale, June 12 at 11. Holland, Rochdale.

Gunning, Robt Ashby, Bristol, Ale and Porter Merchant. Pet May 25. Bristol, June 8 at 11. Pigeon, Bristol.
Harries, Wm Thos, Saundersfoot, Pembroke, Iron and Brass Founder. Pet April 18. Narberth, June 7 at 10. Lascelles.
Haviland, Hy, Prisoner for Debt, Gloucester. Adj May 18. Gloucester, June 8 at 12.
Henderson, Wm, Prisoner for Debt, Lancaster. Adj May 15. Lpool, June 7 at 3.
Hibbert, Chas, Sutton Mandeville, Wilts, Stonemason. Pet May 23. Shaftesbury, June 11 at 12. Wilson & Co, Salisbury.
Hodson, Jas Whitworth, Cloudesley-ter, Liverpool-rd, Publisher. Pet May 25. Exeter, June 12 at 12. Sanders & Burch, Exeter.
Jenkins, Robt, Soughton, Flint Engineer. Pet May 18. Flint, June 18 at 11. Cartwright, Chester.
Jones, John, Briton Ferry, Glamorgan, Builder. Pet May 20. Neath, June 7 at 11. Plews, Merthyr Tydfil.
McGregor, Danl, Prisoner for Debt, Winchester. Adj May 13. Portsmouth, June 17 at 12. Stening, Portsea.
Milburn, Herbert, Middlesborough, York, Innkeeper. Pet May 27. Leeds, June 13 at 11. Carias & Tempest, Leeds.
Moore, Hy, Okeford, Dorset, Attorney. Pet May 21. Exeter June 12 at 1. Clarke, Exeter.
Peel, Isaac, Halifax, York, Manufacturing Chemist. Pet May 24. Leeds, June 13 at 11. Pullan, Leeds.
Phipps, Jas, Cheltenham, Gloucester, Draper. Adj May 18. Cheltenham, June 13 at 11.
Presant, Philip, Prisoner for Debt, Norwich. Adj May 16 (for pan). Norwich, June 11 at 11. Stanley, Norwich.
Ragg, Thos, West Hartlepool, Durham, Innkeeper. Pet May 23. Newcastle-upon-Tyne, June 7 at 12. Turnbull & Bell, West Hartlepool.
Robbins, Joseph, Birm, Labourer. Pet May 24. Birm, June 21 at 10. Cheston, Birm.
Rogers, Wm, Bassingham, Lincoln, Butcher. Pet May 25. Newark, June 5 at 12. Brown, Lincoln.
Ryland, Hy Tudor, and John Forbes, Prestwick, nr Manch, Colour Manufacturers. Pet May 7. Manch, June 18 at 11. Leigh, Manch.
Smith, Ferdinand, Birm, Pork Pie Maker. Pet May 23. Birm, June 12 at 12. Maher, Birm.
Spittle, Tom, Maindee, Monmouth, Accountant. Pet May 22. Newport, June 11 at 12. Farr & Wade, Newport.
Thomas, Thos, Gilfachgoch, Glamorgan, Licensed Victualler. Pet May 21. Pontypridd, June 8 at 11. Thomas Pontypridd.
Turner, Geo, Stockton, Durham, Painter. Pet May 20. Stockton-on-Tees, June 15 at 11. Clemmet, jun, Stockton.
Wall, Alf, Bradford, York, Ale and Porter Merchant. Pet May 17. Leeds, June 13 at 11. Simpson, Leeds.
Wharmby, Thos, Warksmoor, Chester, Carder. Pet May 25. Chapel-en-le-Frith, June 8 at 10. Hodgson, Manch.
White, Saml, Prisoner for Debt, Norwich. Adj May 16 (for pan). Norwich, June 11 at 11. Emerson, Norwich.
Whitehead, Jas, Bury, Lancaster, Tailor. Pet May 23. Manch, June 7 at 12. Crossland, Bury.
Williamson, Thos, South Church, nr Bishop Auckland, Coke Drawer. Pet May 17. Bishop Auckland, June 6 at 10. Stafford Durham.
Wilson, John, Sheffield, Millwright. Pet May 24. Leeds, June 19 at 12. Sugg, Sheffield.
Woolstenhulme, Edwd, and Henry Nelson, Oldham, Lancaster, Cotton Waste Dealers. Pet May 21. Manch, June 7 at 12. Cobbett & Wheeler, Manch.
Womphrey, Robt, Bedlington, Northumberland, Manager. Pet May 22. Morpeth, June 13 at 10. Swan, Morpeth.
Wright, Wm, Bloxwich, Stafford, Beerhouse Keeper. Pet May 22. Walsall, June 10 at 12. Sheldon, Wednesbury.
York, John, Prisoner for Debt, Warwick. Adj May 18, Birm, June 7 at 12. James & Griffin, Birm.

BANKRUPTCIES ANNULLED.

FRIDAY, May 24, 1867.

Barton, Robt Cox, Bristol, Draper. May 16.
Collins, Jas Scott, Southampton, no profession. May 21.
Smith, Saml Cater, Prisoner for Debt, Ipswich. May 16.

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INSTITUTED 1858.

The Seventh Annual Festival

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ON MONDAY, THE 10th OF JUNE, 1867,

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IN THE CHAIR.

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HENRY GREEN (many years with the late George Reynell), Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of twenty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Parliamentary notices specially considered.

To Landowners, Trustees, Farmers, Solicitors, and Others.

MESSRS. YEULETT & SON, Auctioneers, Valuers, and Land Surveyors, beg to inform the above they continue to make Surveys of Land and Valuations of Estates, Farms, &c., with promptitude, guaranteed accuracy, and despatch. Property submitted to Auction on moderate terms, which may be known on application at their Offices, 13, Walbrook, London, E.C.

MR. ROBINS, of 5, Waterloo-place, Pall Mall Auctioneer, Surveyor, &c., respectfully gives notice that his LIST of PROPERTY for SALE, including every class of investment, some specially eligible, will be forwarded post-free on application as above. Money required on Mortgage, in sums of various amount, on good securities.

Periodical Sales (established 1843), appointed to take place the first Thursday in every month, of Absolute and Contingent Reversions to Funded and other Property, Life Interests, Annuities, Policies of Assurance, Advowsons, Next Presentations, Manorial Rights, Rent Charges, Post Obit Bonds, Debentures, Shares in Docks, Canals, Mines, Railways, Insurance Companies, and other public undertakings for the ensuing year.

MR. MARSH begs to announce that his PERIODICAL SALES (established in 1843), for the disposal of every description of the above-mentioned PROPERTY, take place on the first Thursday in each month throughout the ensuing year, at the Guildhall Coffeehouse, Gresham street:—

June 6	August 1	October 3	December 5
July 4	September 5	November 7	

Notices of sales intended to be effected by the above means should be forwarded to Mr. Marsh at least a fortnight antecedent to the above dates.—45, Cannon-street, E.C.